

# 12-4671-cv(L)

12-4708-cv(CON), 12-4765-cv(CON), 13-4719-cv(CON),  
13-4750-cv(CON), 13-4751-cv(CON), 13-4752-cv(CON), 14-32-cv(CON),  
14-117-cv(CON), 14-119-cv(CON), 14-133-cv(CON), 14-157-cv(CON),  
14-159-cv(CON), 14-192-cv(CON), 14-197-cv(CON), 14-219-cv(CON),  
14-225-cv(CON), 14-241-cv(CON), 14-250-cv(CON), 14-266-cv(CON),  
14-303-cv(CON), 14-331-cv(CON), 14-349-cv(CON), 14-404-cv(CON)  
14-422-cv(CON), 14-443-cv(CON), 14-480-cv(CON), 14-497-cv(CON),  
14-530-cv(CON), 14-567-cv(CON), 14-584-cv(CON), 14-606-cv(CON),  
14-663-cv(CON), 14-837-cv(CON)

---

IN THE

## United States Court of Appeals

FOR THE SECOND CIRCUIT



IN RE PAYMENT CARD INTERCHANGE  
FEE AND MERCHANT DISCOUNT  
ANTITRUST LITIGATION

*On Appeal from the United States District Court  
for the Eastern District of New York*

---

**JOINT DEFERRED APPENDIX  
VOLUME XII OF XXII  
Pages A2751 to A3000**

---

*Submitted on Behalf of All Parties*

---

## **Table of Contents**

### **Page**

### **Volume I**

District Court Docket Entries .....	A1
-------------------------------------	----

### **Volume II**

District Court Docket Entries (cont'd) .....	A251
--	------

### **Volume III**

District Court Docket Entries (cont'd) .....	A501
--	------

### **Volume IV**

District Court Docket Entries (cont'd) .....	A751
--	------

Transfer Order, dated October 20, 2005 [Docket No. 2].....	A822
--	------

Excerpts of First Consolidated Amended Class Action Complaint, dated April 24, 2006 [Docket No. 317] .....	A825
---	------

Excerpts of Settlement Agreement - <i>In re Visa Check/MasterMoney Antitrust Litigation</i> , CV-96-5238, dated July 21, 2006 [Docket No. 455-4] .....	A844
---	------

Excerpts of Settlement Agreement - <i>In re Visa Check/MasterMoney Antitrust Litigation</i> , CV-96-5238, dated July 21, 2006 [Docket No. 455-5] .....	A850
---	------

Excerpts of First Amended Supplemental Class Action Complaint (redacted), dated February 20, 2009 [Docket No. 1152] .....	A856
--	------

Excerpts of Second Consolidated Amended Class Action Complaint (redacted), dated February 20, 2009 [Docket No. 1153] .....	A858
--	------

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Second Supplemental Class Action Complaint (redacted), dated February 20, 2009 [Docket No. 1154] .....	A908
Excerpts of Memorandum of Law in Support of Class Plaintiffs' Motion for Class Certification (redacted), dated May 8, 2008 [Docket No. 1165] .....	A921
Excerpts of Class Plaintiffs' Memorandum of Law in Opposition to Defendants' Motion to Dismiss the Second Consolidated Amended Class Action Complaint, dated June 2, 2009 [Docket No. 1226] .....	A929
Excerpts of Class Plaintiffs' Memorandum of Law in Opposition to Defendants' Motion for Summary Judgment (Unannotated) (redacted), dated October 21, 2011 [Docket No. 1533].....	A932
Excerpts of Individual Plaintiffs' Statement of Material Undisputed Facts (redacted), dated October 21, 2011 [Docket No. 1536] .....	A935
Excerpts of Class Plaintiffs' Memorandum of Law in Support of Their Motion for Summary Judgment (redacted), dated October 21, 2011 [Docket No. 1538] .....	A941
Excerpts of Class Plaintiffs' Statement of Undisputed Facts Pursuant to Local Rule 56.1 (redacted), dated December 21, 2011 [Docket No. 1543] .....	A945

**Volume V**

Excerpts of Class Plaintiffs' Counterstatement of Facts in Response to Defendants' Rule 56.1 Statement of Facts (Unannotated) (redacted), dated October 21, 2011 [Docket No. 1545].....	A1011
---	-------

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Defendants’ Counter-Statement in Opposition to Class Plaintiffs’ Statement of Undisputed Facts, Pursuant to Local Rule 56.1(b) (redacted), dated October 21, 2011 [Docket No. 1550] .....	A1014
Excerpts of Network Defendants’ Memorandum in Opposition to the Individual Plaintiffs’ Motion for Summary Judgment (redacted), dated October 21, 2011 [Docket No. 1551].....	A1030
Excerpts of European Commission Notification Pursuant to Article 254 of the EC Treaty (redacted), dated November 23, 2011 [Docket No. 1573-3] .....	A1032
Notice of Filing of Memorandum of Understanding, dated July 13, 2012 [Docket No. 1587] .....	A1042
Memorandum of Understanding, dated July 13, 2012 [Docket No. 1588] .....	A1043
Excerpts of Class Settlement Agreement, dated July 13, 2012 [Docket No. 1588-1] .....	A1061
Letter from Robert Vizas to Jeffrey I. Shinder, dated August 21, 2012 [Docket No. 1616-3].....	A1074
Notice of Class Plaintiffs’ Motion for Class Settlement Preliminary Approval, dated October 19, 2012 [Docket No. 1656].....	A1086
Excerpts of Appendices to Definitive Class Settlement Agreement,dated October 19, 2012 [Docket No. 1656-1].....	A1088
Excerpts of Transcript of Civil Cause for Oral Argument Before the Honorable John Gleeson, US District Judge, dated November 9, 2012 [Docket No. 1732].....	A1096

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Revised Appendix F2: Notice of Class Action Settlement Authorized by the U.S. District Court, Eastern District of New York, dated November 26, 2012 [Docket No. 1740-2] .....	A1098
Class Settlement Preliminary Approval Order, dated November 27, 2012 [Docket No. 1745] .....	A1100
Excerpts of Individual Plaintiffs' Opposition to Objecting Plaintiffs' Motion to Stay Class Settlement Preliminary Approval Order, dated November 29, 2012 [Docket No. 1751] ...	A1111
Letter from Class Counsel to Judge Orenstein, dated December 10, 2012 [Docket No. 1760] .....	A1114
Excerpts of Defendants' Memorandum in Support of Final Approval of Definitive Class Settlement Agreement, dated April 11, 2013 [Docket No. 2110] .....	A1118
Excerpts of Memorandum in Support of Class Plaintiffs' Motion for Final Approval of Settlement, dated April 11, 2013 [Docket No. 2111-1] .....	A1120
Declaration of the Honorable Edward A. Infante (Ret.) in Support of Class Plaintiffs' Motion for Final Approval of Settlement, dated April 11, 2013 [Docket No. 2111-2] .....	A1131
Declaration of Eric D. Green, dated April 11, 2013 [Docket No. 2111-3] .....	A1137
Declaration of Alan S. Frankel, Ph.D. Relating to the Proposed Class Settlement, dated April 11, 2013 [Docket No. 2111-5] .....	A1145
Excerpts of Declaration of Nicole F. J. Hamann on Class Administrator's Implementation of Settlement Notice Plan, dated April 11, 2013 [Docket No. 2111-6] .....	A1200

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Settlement Notice Program, dated April 11, 2013 [Docket No. 2113-7] .....	A1215
Declaration of Professor Charles Silver Concerning the Reasonableness of Class Counsel's Request for an Award of Attorneys' Fees, dated April 11, 2013 [Docket No. 2113-5] .....	A1238

**Volume VI**

Declaration of Professor Charles Silver Concerning the Reasonableness of Class Counsel's Request for an Award of Attorneys' Fees, dated April 11, 2013 [Docket No. 2113-5] (Cont'd).....	A1251
Declaration of K. Craig Wildfang, Esq. in Support of Class Plaintiffs' Motion for Final Approval of Settlement and Class Plaintiffs' Joint Motion for Award of Attorneys' Fees, Expenses and Class Plaintiffs' Awards, dated April 11, 2013 [Docket No. 2113-6] .....	A1296
Excerpts of Objection of City of Oakland to Final Approval of Proposed Settlement, dated May 15, 2013 [Docket No. 2279] .....	A1434
Retailers and Merchants' Objection to Final Approval of the Class Action Definitive Settlement Agreement, dated May 15, 2013 [Docket No. 2281] .....	A1437
Objection of U.S. Public Interest Research Group to Final Approval of Proposed Class Settlement, dated May 23, 2013 [Docket No. 2361] .....	A1470
Excerpts of Statement of Objections by Jo-Ann Stores, Inc., dated May 23, 2013 [Docket No. 2364] .....	A1476
Statement of Objections of B & H Foto Electronics Corp., d/b/a B & H Photo, dated May 22, 2013 [Docket No. 2408] .....	A1480

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Statement of Objections by Boscov's, dated May 24, 2013 [Docket No. 2411] .....	A1483
Retailers and Merchants' Objection to Final Approval of the Class Action Definitive Settlement Agreement, dated May 24, 2013 [Docket No. 2421] .....	A1486
 <b>Volume VII</b> 	
Retailers and Merchants' Objection to Final Approval of the Class Action Definitive Settlement Agreement, dated May 24, 2013 [Docket No. 2421] (cont'd) .....	A1501
Notice of Opt Outs, dated May 24, 2013 [Docket No. 2422] .....	A1512
Excerpts of Objections of First Data Corporation, First Data Merchant Services, TASQ Technology, Inc., TRS Recovery Services Inc., First Data Government Solutions, and TeleCheck Services Inc. to Final Approval of Definitive Class Settlement Agreement, dated May 24, 2013 [Docket No. 2427] .....	A1528
Excerpts of Objection of Aldo US Inc. to Final Approval of the Proposed Settlement, dated May 24, 2013 [Docket No. 2432] .....	A1538
Excerpts of Objection of BJ's Wholesale Club, Inc. to Final Approval of the Settlement, dated May 24, 2013 [Docket No. 2433] .....	A1541
Excerpts of Objection of David's Bridal to Final Approval of the Proposed Settlement, dated May 24, 2013 [Docket No. 2434] .....	A1544
Excerpts of Objection of Dillard's, Inc. to Final Approval of the Proposed Settlement, dated May 24, 2013 [Docket No. 2435] .....	A1553
Declaration of John R. Manna, Vice President Operational Controller, Lowe's Companies, Inc., dated May 24, 2013 [Docket No. 2437] .....	A1555

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Objection of RaceTrac Petroleum, Inc. to Final Approval of the Proposed Settlement, dated May 24, 2013 [Docket No. 2438] .....	A1566
Excerpts of Objection of Roundy's Supermarkets, Inc. to Final Approval of the Proposed Settlement, dated May 24, 2013 [Docket No. 2439] .....	A1568
Excerpts of Objection of Family Dollar Stores, Inc. to Final Approval of the Proposed Settlement, dated May 24, 2013 [Docket No. 2441] .....	A1570
Excerpts of Objection of 7-Eleven, Inc. to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2442] .....	A1575
Objection of The National Railroad Passenger Corporation to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2444] .....	A1580
Objections of Best Buy Stores, L.P. to Final Approval of the Settlement, dated May 25, 2013 [Docket No. 2445] .....	A1588
Excerpts of Objection of Carter's to Final Approval of the Settlement, dated May 25, 2013 [Docket No. 2446] .....	A1601
Objection of Coborn's Incorporated to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2447] .....	A1606
Excerpts of Objection of Costco Wholesale Corporation to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2448] .....	A1613
Objection of D'Agostino Supermarkets, Inc. to Final Approval of the Settlement, dated May 25, 2013 [Docket No. 2449] .....	A1615
Objection of Alon USA, LP to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2450] .....	A1621



**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Objection of Barnes & Noble, Inc. to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2451] .....	A1627
Objection of IKEA US to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2458] .....	A1632
Objection of Jetro Holdings, LLC to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2459] .....	A1650
Objection of Michaels Stores, Inc. to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2460] .....	A1656
Objection of NATSO Inc. to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2461] .....	A1659
Objection of National Restaurant Association to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2464] .....	A1667
Objection of Panera Bread Company to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2466] .....	A1678
Objection of PetSmart, Inc. to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2467] .....	A1681
Objection of Retail Industry Leaders Association to Final Approval of the Settlement, dated May 25, 2013 [Docket No. 2469] .....	A1690
Excerpts of Objection of Sears Holdings Corp. to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2470] .....	A1697
Excerpts of Objection of The Wet Seal, Inc. to Final Approval of the Settlement, dated May 25, 2013 [Docket No. 2471] .....	A1699

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Objection of The Wendy's Company to Final Approval of the Proposed Settlement, dated May 25, 2013 [Docket No. 2473] .....	A1703
Objection of National Grocers Association to Final Approval of the Proposed Settlement, dated May 26, 2013 [Docket No. 2475] .....	A1707
Objection of Petco Animal Supplies, Inc. to Final Approval of the Proposed Settlement, dated May 26, 2013 [Docket No. 2491] .....	A1715
Statement of Objections of WellPoint Entities, dated May 27, 2013 [Docket No. 2493] .....	A1724
Memorandum in Support of Objections of Putative Rule 23(b)(2) Class Members WellPoint, Inc., etc., to the Proposed Rule 23(b)(2) Settlement Agreement, dated May 27, 2013 [Docket No. 2493-1] .....	A1734
Excerpts of Declaration of David Kretschmer in Support of Objections of WellPoint Entities, dated May 17, 2013 [Docket No. 2493-2] .....	A1746

**Volume VIII**

Statement of Objections of Target Corporation, Target Commercial Interiors, Inc., and TCC Cooking Co., dated May 27, 2013 [Docket No. 2495] .....	A1752
---	-------

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Memorandum in Support of Objections of Absent Putative Rule 23(b)(2) Class Members Target Corporation, Macy's, Inc., Kohl's Corporation, The TJX Companies, Inc., Staples, Inc., J.C. Penney Corporation, Inc., Office Depot, Inc., L Brands, Inc., Big Lots Stores, Inc., PNS Stores, Inc., C.S. Ross Company, Closeout Distribution, Inc., Ascena Retail Group, Inc., Abercrombie & FitchCo., OfficeMax Incorporated, Saks Incorporated, The Bon-Ton Stores, Inc., Chico's FAS, Inc., Luxottica U.S. Holdings Corp., and American Signature, Inc. to the Proposed Rule 23(b)(2) Class and Rule 23(b)(2) Settlement Agreement, dated May 27, 2013 [Docket No. 2495-1] .....	A1756
Complaint and Demand for Jury Trial, <i>Target Corporation, et al., v. Visa Inc., et al.</i> , Civil Action No. 13 CV 3477, dated May 27, 2013 [Docket No. 2495-2] .....	A1768
Statement of Objections of J. C. Penney, dated May 27, 2013 [Docket No. 2509] .....	A1824
Statement of Objections of Macy's, Inc., Macy's Retail Holdings, Inc., Macy's West Stores Inc., Macy's Florida Stores, LLC, Macy's Puerto Rico, Inc., Macys.com, Inc., Bloomingdale's, Inc., Bloomingdale's By Mail, Ltd., and Bloomingdale's The Outlet Store, Inc., dated May 27, 2013 [Docket No. 2517] .....	A1828
Statement of Objections of Office Depot, Inc., Viking Office Products, Inc., 4Sure.com, Inc., Computers4Sure.com, Inc., and Solutions4Sure.com, Inc., dated May 27, 2013 [Docket No. 2519] .....	A1832
Statement of Objections of Staples, Inc., Staples the Office Superstore East, Inc., Staples the Office Superstore, LLC, Staples Contract & Commercial, Inc., Quill Corporation, Quill Lincolnshire, Inc., Medical Arts Press, Inc., SmileMakers, Inc., Thrive Networks, Inc., and SchoolKidz.com, dated May 27, 2013 [Docket No. 2525] .....	A1836

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Declaration of Michael S. Weisbach, dated May 27, 2013 [Docket No. 2533-2] .....	A1841
Excerpts of Objection of Crate & Barrel to Final Approval of the Settlement, dated May 27, 2013 [Docket No. 2534] .....	A1843
Excerpts of Objection of Gap Inc. to Final Approval of the Settlement, dated May 27, 2013 [Docket No. 2536] .....	A1847
Objections to Final Approval of Proposed Class Action Settlement and Notice of Intent to Appear of The Iron Barley Restaurant, Homestead Restaurant (Historical Homestead, Inc.), The Feral Pig (KP Group LLC), Paris Beauty Salon, Rachel Mustoe (d/b/a Tousled Hair Studio), and Kristina Newman – Hair, dated May 28, 2013 [Docket No. 2537] .....	A1850
National Retail Federation Statement of Objection to Final Approval of the Proposed Rule 23(B)(2) Agreement, dated May 28, 2013 [Docket No. 2538] .....	A1875
Excerpts of Declaration of Mallory Duncan Made Pursuant to 28 U.S.C. § 1746, dated May 28, 2013 [Docket No. 2538-2] .....	A1903
Declaration of Dave’s Pet City Made Pursuant to 28 U.S.C. § 1746, dated May 28, 2013 [Docket No. 2538-20] .....	A1911
Declaration of Lipert International Inc. d/b/a Keith Lippert Gallery Made Pursuant to 28 U.S.C. § 1746, dated May 28, 2013 [Docket No. 2538-21] .....	A1916
Excerpts of State of Objections of Wawa, Inc., dated May 23, 2013 [Docket No. 2540] .....	A1924
Objection of National Cooperative Grocers Association to Final Approval of the Proposed Settlement, dated May 28, 2013 [Docket No. 2546] .....	A1926

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Objection of Whole Foods Market Entities to Final Approval of the Proposed Settlement, dated May 28, 2013 [Docket No. 2559] .....	A1934
Objection of National Association of Convenience Stores to Final Approval of Proposed Settlement, dated May 28, 2013 [Docket No. 2561] .....	A1942
Objection of Affiliated Foods Midwest to Final Approval of the Proposed Settlement, dated May 28, 2013 [Docket No. 2563] .....	A1955
Objection of Foot Locker, Inc. to Final Approval of the Proposed Settlement, dated May 28, 2013 [Docket No. 2587] .....	A1963
The Home Depot's Statement of Objections to the Proposed Class Settlement and Memorandum in Support, dated May 28, 2013 [Docket No. 2591] .....	A1973

**Volume IX**

The Home Depot's Statement of Objections to the Proposed Class Settlement and Memorandum in Support, dated May 28, 2013 [Docket No. 2591] (Cont'd) .....	A2001
Excerpts of Declaration of Dwaine Kimmet in Support of The Home Depot's Objection to the Proposed Class Settlement, dated May 28, 2013 [Docket No. 2591-2] .....	A2026
Excerpts of Dell Inc.'s Statement of Objection to Final Approval of Settlement, dated May 28, 2013 [Docket No. 2592] .....	A2028
Objection of Consumers Union of United States, Inc. to Final Approval of Proposed Class Settlement, dated May 28, 2013 [Docket No. 2598] .....	A2030
Objection of Amazon.com, Inc. to Final Approval of the Proposed Settlement, dated May 28, 2013 [Docket No. 2605] .....	A2040

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Objection of Starbucks to Final Approval of the Proposed Settlement, dated May 28, 2013 [Docket No. 2606] .....	A2047
Objection of 1001 Property Solutions LLC and Temple Eagle Partners LLC, dated May 28, 2013 [Docket No. 2613].....	A2053
Declaration of Rick Bandas in Support of Objection to Settlement, dated May 28, 2013 [Docket No. 2613-1] .....	A2075
Objection of National Community Pharmacists Association to Final Approval of the Proposed Settlement, dated May 28, 2013 [Docket No. 2619] .....	A2107
Statement of Objections and Amici Curiae Brief of States to Final Approval of the Settlement, dated May 28, 2013 [Docket No. 2623] .....	A2116
Blue Cross and Blue Shield Entities' Objections to Proposed Settlement, dated May 28, 2013 [Docket No. 2643] .....	A2147
Excerpts of Declaration of David Cote in Support of BlueCross BlueShield of South Carolina Objections to Proposed Settlement, dated May 28, 2013 [Docket No. 2643-3] .....	A2178
Excerpts of Declaration of Garrett Calissi in Support of Blue Cross and Blue Shield of Arizona, Inc. Objections to Proposed Settlement, dated May 28, 2013 [Docket No. 2643-4] .....	A2180
Excerpts of Declaration of Matthew Brolly in Support of Independence Blue Cross Objections to Proposed Settlement, dated May 28, 2013 [Docket No. 2643-6] .....	A2182
Excerpts of Declaration of William J. Farrell in Support of Blue Cross of Northeastern Pennsylvania Objections to Proposed Settlement, dated May 28, 2013 [Docket No. 2643-7] .....	A2184

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Walmart’s Objection to the Proposed Settlement, dated May 28, 2013 [Docket No. 2644] .....	A2186
Excerpts of Objection of American Express Company, American Express Travel Related Services Company, Inc., Travel Impressions, Ltd., American Express Publishing Corp., Serve Virtual Enterprises, Inc., ANCA 7 LLC d/b/a Vente Privee, USA, Amex Assurance Company, and Accertify, Inc. to the Class Settlement Agreement, dated May 28, 2013 [Docket No. 2648] .....	A2213
Declaration of Stephen B. McCurdy in Support of Objections of American Express, dated May 23, 2013 [Docket No. 2648-1] .....	A2245

**Volume X**

Notice of Motion of DFS Services LLC and Discover Bank to Intervene, dated May 28, 2013 [Docket No. 2655] .....	A2249
Excerpts of Declaration of Roger Hochschild, dated May 28, 2013 [Docket No. 2657-6] .....	A2252
Objection of DFS Services LLC, Discover Loans, Inc., and Discover Bank to Final Approval of Proposed Settlement, dated May 28, 2013 [Docket No. 2659] .....	A2263
Discover Financial Services’ Notice of Intent to Opt-Out of Rule 23(b)(3) Damages Case, dated May 28, 2013 [Docket No. 2663] .....	A2277
Excerpts of Objecting Plaintiffs’ and Objectors’ Memorandum in Opposition to Motion for Final Approval of Settlement, dated May 28, 2013 [Docket No. 2670] .....	A2278

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Declaration of Jeffrey I. Shinder in Support of Opposition to Class Plaintiffs’ Motion for Final Approval of the Proposed Class Settlement, dated May 28, 2013 [Docket No. 2670-1] .....	A2300
Excerpts of Report of Professor Jerry Hausman, dated May 28, 2013 [Docket No. 2670-5] .....	A2302
Excerpts of Exhibits to May 28, 2013 Declaration of Jeffrey I. Shinder: “Industry Facts Concerning Debit Card Regulation Under Section 920,” by Stephen Craig Mott, BetterBuyDesigns, on Behalf of the Merchants Payments Coalition, submitted to Federal Reserve System, October 29, 2010; Attachment F: “2011 Interchange Fee Revenue, Covered Issuer Costs, and Covered Issuer and Merchant Fraud Losses Related to Debit Card Transactions,” Board of Governors of the Federal Reserve System, March 5, 2013 [Docket No. 2670-6] .....	A2327
Excerpts of Exhibits to May 28, 2013 Declaration of Jeffrey I. Shinder: Ex. 66: Visa Management Discusses Q3 2012 Results - Earnings Call Transcript; Ex. 67: “‘We Won’ vs. ‘You Lost’: Reactions to Credit Card Settlement”, by Maria Aspan and Victoria Finkle, American Banker, July 16, 2012; Ex. 68: “An Analysis of the Proposed Interchange Fee Litigation Settlement,” by Adam J. Levitin, Georgetown Law and Economics Research Paper No. 12-033, August 21, 2012; Ex. 70: The Nilson Report, February 2013, Issue 1,011; American Express Merchant Reference Guide - U.S., April 2013; Ex. 73: “Merchant Surcharging – Understanding Payment Card Changes,” Visa, May 20, 2013; Ex. 76: “Operating Regulations to Support the U.S. Merchant Litigation Settlement,” Visa, 2013; Ex. 77: “Notice of MasterCard Rule Changes,” MasterCard Worldwide, December 2012; Ex. 78: Memorandum from Visa Inc. to Merchants in the U.S. and U.S. Territories, regarding Merchant Class Action Litigation Settlement – Important Changes to Merchant Acceptance	



**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Practices, December 20, 2012; Ex. 82: “Visa’s CEO Discusses Q2 2012 Results - Earnings Call Transcript,” Visa, May 20, 2013; Ex. 84: “New Visa, MasterCard fees stir debate within industry,” The Green Sheet Online, March 12, 2013; Ex. 94: MasterCard Incorporated Management Discusses Q2 2012 Results - Earnings Call Transcript, May 20, 2013; Ex. 95: MasterCard’s CEO Discusses Q4 2012 Results - Earnings Call Transcript, May 20, 2013 [Docket No. 2670-8] .....	A2339
Excerpts of Exhibits to May 28, 2013 Declaration of Jeffrey I. Shinder: Ex. 97: “Reform of Australia’s Payments System: Preliminary Conclusions of the 2007/08 Review,” Reserve Bank of Australia, April, 2008; Ex. 108: Amended and Restated Global Restructuring Agreement [Docket No. 2670-9] .....	A2394
Excerpts of Objections of Bridgestone Americas, Inc. to Proposed Class Settlement Agreement, dated June 5, 2013 [Docket No. 3074] .....	A2400
Statement of Objection of Heinen’s Fine Foods, dated June 5, 2013 [Docket No. 3755] .....	A2403
Excerpts of Objections of Williams-Sonoma, Inc. to the Proposed Class Settlement Agreement, dated June 6, 2013 [Docket No. 4237] .....	A2405
Excerpts of Statement of Objections of the Society of Independent Gasoline Marketers of America, dated June 7, 2013 [Docket No. 4640] .....	A2407
Excerpts of Objections of First Data Corporation, First Data Merchant Services, TASQ Technology, Inc., TRS Recovery Services Inc., First Data Government Solutions, and TeleCheck Services Inc. to Final Approval of Definitive Class Settlement Agreement, dated June 7, 2013 [Docket No. 4654] .....	A2415

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Statement of Objections of Life Time Fitness, Inc., dated June 11, 2013 [Docket No. 5385] .....	A2423
Letter from Kenneth A. Gallo to Judge Gleeson, dated June 11, 2013 [Docket No. 5406] .....	A2433
Letter from Class Plaintiffs' to Judge Gleeson, dated June 12, 2013 [Docket No. 5651] .....	A2434
Excerpts of Defendants' Reply Memorandum in Support of Final Approval of Definitive Class Settlement Agreement, dated August 16, 2013 [Docket No. 5937] .....	A2435
Excerpts of Class Plaintiffs' Reply Memorandum of Law in Further Support of Settlement Final Approval, dated August 16, 2013 [Docket No. 5939] .....	A2443
Excerpts of Declaration of Ryan W. Marth, dated August 16, 2013 [Docket No. 5939-3] .....	A2448
Excerpts of Reply Declaration of Alan S. Frankel, Ph.D. Relating to the Proposed Class Settlement (redacted), dated August 16, 2013 [Docket No. 5939-5] .....	A2463
Excerpts of Declaration of H. Theodore Grindal in Support of Class Plaintiffs' Motion for Final Approval of the Proposed Class Settlement, dated August 16, 2013 [Docket No. 5939-6] .....	A2468
Excerpts of Reply Memorandum in Support of Class Plaintiffs' Joint Motion for Award of Attorneys' Fees, Expenses and Class Plaintiffs' Awards, dated August 16, 2013 [Docket No. 5940] .....	A2471
Excerpts of Reply Memorandum in Support of FDC's Motion to Opt Out of Rule 23(b)(2) Class Settlement, dated August 23, 2013 [Docket No. 5957] .....	A2473

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Report from Court appointed expert Professor Alan O. Sykes, dated August 28, 2013 [Docket No. 5965] .....	A2475

**Volume XI**

Report from Court appointed expert Professor Alan O. Sykes, dated August 28, 2013 [Docket No. 5965] (Cont'd) .....	A2501
Excerpts of Class Plaintiffs' Letter to Judge Gleeson Responding to Report of Professor Alan O. Sykes, dated September 4, 2013 [Docket No. 5978] .....	A2526
Excerpts of Response by Professor Jerry Hausman to the Report of Professor Alan O. Sykes, dated September 4, 2013 [Docket No. 5982] .....	A2531
Excerpts of Declaration of Henry Ogden Armour, NACS, to Correct Misstatements in Supplemental Declaration of Craig Wildfang and in Opposition to Final Approval, dated September 10, 2013 [Docket No. 6006-1] .....	A2536
Excerpts of Declaration of Robynn Shrader, NCGA, to Correct Misstatements in Supplemental Declaration of Craig Wildfang and in Opposition to Final Approval, dated September 10, 2013 [Docket No. 6006-2] .....	A2543
Excerpts of Declaration of Jennifer T. Mallon, NCPA, to Correct Misstatements in Supplemental Declaration of Craig Wildfang and in Opposition to Final Approval, dated September 10, 2013 [Docket No. 6006-3] .....	A2549
Excerpts of Declaration of Peter J. Larkin, NGA, to Correct Misstatements in Supplemental Declaration of Craig Wildfang and in Opposition to Final Approval, dated September 10, 2013 [Docket No. 6006-4] .....	A2553

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Transcript of Fairness Hearing before the Honorable John Gleeson, U.S. District Court Judge, dated September 12, 2013 [Docket No. 6094] .....	A2559
Notice of Appeal of Objecting Plaintiffs and Objectors, dated December 13, 2013 [Docket No. 6125] .....	A2587
Notice of Appeal by Home Depot U.S.A., Inc., dated December 13, 2013 [Docket No. 6126] .....	A2588
Notice of Appeal of Target Group Objectors, dated December 13, 2013 [Docket No. 6128] .....	A2589
Notice of Appeal of National Retail Federation, dated January 2, 2014 [Docket No. 6148] .....	A2590
Notice of Appeal of R & M Objectors, dated January 10, 2014 [Docket No. 6175] .....	A2591
Notice of Appeal of Blue Cross and Blue Shield Objectors and WellPoint Objectors, dated January 10, 2014 [Docket No. 6176] .....	A2597
Notice of Appeal of Temple Eagle, dated January 10, 2014 [Docket No. 6178] .....	A2602
Notice of Appeal of First Data Corporation, First Data Merchant Services, TASQ Technology, Inc., TRS Recovery Services, Inc., First Data Government Solutions, and Telecheck Services, Inc., dated January 10, 2014 [Docket No. 6179] .....	A2605
Notice of Appeal of The Iron Barley Restaurant, Homestead Restaurant (Historical Homestead, Inc.), The Feral Pig (KP Group LLC), Paris Beauty Salon, Rachel Mustoe (d/b/a Tousled Hair Studio), and Kristina Newman – Hair, dated January 10, 2014 [Docket No. 6182] .....	A2606

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Notice of Appeal of U.S. PIRG, dated January 13, 2014 [Docket No. 6189] .....	A2608
Notice of Appeal of Consumers Union of United States, Inc., dated January 13, 2014 [Docket No. 6190] .....	A2609
Amended Notice of Appeal of Target Group Objectors, dated January 21, 2014 [Docket No. 6212] .....	A2610
Amended Notice of Appeal of Temple Eagle, dated January 13, 2014 [Docket No. 6227] .....	A2611
Notice of Appeal of National Federation of Independent Business, dated February 7, 2014 [Docket No. 6234] .....	A2614
Subsequent Notice of Appeal by Blue Cross and Blue Shield Objectors and WellPoint Objectors, dated February 7, 2014 [Docket No. 6238] .....	A2615
Amended Notice of Appeal of The Iron Barley Restaurant, Homestead Restaurant (Historical Homestead, Inc.), The Feral Pig (KP Group LLC), Paris Beauty Salon, Rachel Mustoe (d/b/a Tousled Hair Studio), and Kristina Newman – Hair, dated February 13, 2014 [Docket No. 6245] .....	A2620
Amended Notice of Appeal by Home Depot U.S.A., Inc. (Amending Notice Of Appeal Filed December 13, 2013), dated February 13, 2014 [Docket No. 6248] .....	A2622
Amended Notice of Appeal of Objecting Plaintiffs and Target Group Objectors, dated February 13, 2014 [Docket No. 6249] ....	A2623
Notice of Appeal of Retail Industry Leaders Association, dated February 13, 2014 [Docket No. 6251] .....	A2625

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Second Amended Notice of Appeal of 1001 Property Solutions LLC and Temple Eagle Partners LLC, dated February 18, 2014 [Docket No. 6257] .....	A2626
Amended Notice of Appeal of R & M Objectors, dated February 25, 2014 [Docket No. 6263] .....	A2630
Excerpts of Expert Report of Joseph Stiglitz, Ph.D., dated June 25, 2009 .....	A2636
U.S. Government Accountability Office, Pub. No. GAO-10-45, Credit Cards: <i>Rising Interchange Fees Have Increased Costs for Merchants, but Options for Reducing Fees Pose Challenges</i> , dated 11/2009 .....	A2638
Final Judgment as to Defendants MasterCard International Incorporated and Visa Inc., <i>U.S. v. American Express Co.</i> , CV-10-4496 (E.D.N.Y. ), dated July 20, 2011 [Docket No. 10- CV-4996 DE 143] .....	A2707
Visa International Operating Regulations, dated October 15, 2012 ....	A2722

**Volume XII**

Visa International Operating Regulations, dated October 15, 2012 (Cont'd) .....	A2751
--	-------

**Volume XIII**

Visa International Operating Regulations, dated October 15, 2012 (Cont'd) .....	A3001
--	-------

**Volume XIV**

Visa International Operating Regulations, dated October 15, 2012 (Cont'd) .....	A3251
--	-------

**Table of Contents**  
**(continued)**

**Page**

**Volume XV**

Visa International Operating Regulations, dated October 15, 2012 (Cont'd) .....	A3501
--	-------

**Volume XVI**

Visa International Operating Regulations, dated October 15, 2012 (Cont'd) .....	A3751
--	-------

**Volume XVII**

Interlink Network, Inc. Operating Regulations, dated November 15, 2012 .....	A4009
---	-------

**Volume XVIII**

MasterCard Rules, dated April 11, 2012 .....	A4259
--	-------

**Volume XIX**

MasterCard Rules, dated April 11, 2012 (Cont'd) .....	A4501
---	-------

Excerpts of <i>Mastercard, Inc. and Others v. Eur. Comm'n</i> , Case T-111/08, Judgment of the General Court (Seventh Chamber), dated May 24, 2012 .....	A4614
--	-------

Minute Order deeming all pending motions for relief withdrawn without prejudice to reinstatement if the settlement is not consummated, dated July 17, 2012 .....	A4616
--	-------

Minute Order upholding Judge Orenstein's order denying disclosure of settlement agreement, dated September 19, 2013 ....	A4618
---	-------

Visa Form 10K (Annual Report), dated November 22, 2013 .....	A4620
--	-------

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Class Settlement Agreement, <i>In re Am. Express Anti-Steering Rules Antitrust Litig.</i> (NGG)(RER), No. 11-md-2221 (E.D.N.Y.), dated January 7, 2014 [Docket No. 11-md-2221 DE 306-2] .....	A4623
 <b>Volume XX</b>  	
Excerpts of Class Settlement Agreement, <i>In re Am. Express Anti-Steering Rules Antitrust Litig.</i> (NGG)(RER), No. 11-md-2221 (E.D.N.Y.), dated January 7, 2014 [Docket No. 11-md-2221 DE 306-2] (Cont'd) .....	A4751
Class Plaintiffs' Memorandum of Law in Support of Motion for Final Approval of Class Action Settlement, <i>In re: American Express Anti-Steering Rules Antitrust Litig.</i> , 11-md-2221 (NGG)(RER), (Redacted - Public Version), dated April 15, 2014 [Docket No. 11-md-2221 DE 362] .....	A4790
Excerpts of Declaration of Alan S. Frankel, Ph.D <i>In re: American Express Anti-Steering Rules Antitrust Litig.</i> , 11-md-02221 (NGG)(RER) (redacted), dated April 15, 2014 [Docket No. 11-md-2221 DE 370] .....	A4831
Civil Cause for Conference, <i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.</i> , No. 14-md-1720 (JG)(JO), dated July 18, 2014 [Docket No. 14-md-1720 DE 104] .....	A4834
Transcript of Hearing before Judge Gleeson, <i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.</i> , No. 14-md-1720 (JG)(JO), dated July 18, 2014 [Docket No. 14-md-1720 DE 105] .....	A4836



**Table of Contents**  
**(continued)**

**Page**

**Volume XXI**

<i>MasterCard and Others v. European Comm’n</i> , Case C-382/12 P, Judgment of the Court (Third Chamber), dated September 11, 2014.....	A4925
Third Amended Complaint and Jury Demand, <i>7-Eleven, Inc. v. Visa Inc.</i> , Nos. 13-cv-5746 (JG)(JO), 14-md-1720(JG)(JO), dated September 26, 2014 [Docket No. 13-cv-5746 DE 41].....	A4972
Appellate Docket: <i>Expressions Hair Design v. Schneiderman</i> , No. 13-4537 .....	A5076
Excerpts of Card Acceptance Guidelines for Visa Merchants .....	A5085
The MasterCard Convenience Fee Program for Government and Education .....	A5088
Excerpts of Notice of Class Action Settlement Authorized by the U.S. District Court, Eastern District of New York .....	A5090

**Volume XXII**

***Volume Filed Under Seal***

Excerpts of Corrected First Amended Supplemental Complaint (filed under seal), dated March 27, 2009 [Docket No. 1170-4].....	A5104
Excerpts of Network Defendants’ Counter-Statement in Opposition to Individual Plaintiffs’ Statement of Undisputed Facts, Pursuant to Local Rule 56.1(b) (filed under seal), dated May 6, 2011 [Docket No. 1477-7] .....	A5114
Excerpts of Defendants’ Statement of Material Facts as to Which There is No Genuine Issue to be Tried (filed under seal), dated February 11, 2011 [Docket No. 1478-4] .....	A5125

**Table of Contents**  
**(continued)**

	<b><u>Page</u></b>
Excerpts of Report of Mike McCormack (filed under seal), dated July 2, 2009 [Docket No. 2088] .....	A5135
Excerpts of Expert Report of Professor Kevin M. Murphy (filed under seal), dated December 14, 2009 [Docket No. 2088].....	A5137
Excerpts of Report of Professor Kenneth G. Elzinga (filed under seal), dated December 14, 2009 [Docket No. 2088].....	A5177
Excerpts of Declaration of William M. Sheedy (filed under seal), dated May 3, 2011 [Docket No. 2088] .....	A5183
Excerpts of Declaration of Timothy H. Murphy (filed under seal), dated May 3, 2011 [Docket No. 2088] .....	A5191
Memorandum of Law in Support of Motion to Intervene of DFS Services LLC and Discover Bank (filed under seal), dated May 28, 2013 [Docket No. 2657-1] .....	A5200
Declaration of Jennifer M. Selendy (filed under seal), dated May 28, 2013 [Docket No. 2657-3] .....	A5229
DFS Services LLC v. Visa, Complaint (filed under seal), dated May 28, 2013 [Docket No. 2657-4] .....	A5231
Declaration of Roger Hochschild (filed under seal), dated May 28, 2013 [Docket No. 2657-5] .....	A5250
Exhibit 1 to May 28, 2013 Declaration of Roger Hochschild: Notice of Class Action Settlement Authorized by the U.S. District Court, Eastern District of New York (filed under seal) [Docket No. 2657-7] .....	A5261
Excerpts of Report of Alan S. Frankel, Ph.D. (filed under seal), dated July 2, 2009 .....	A5290
Excerpts of Expert Report of Robert H. Topel (filed under seal), dated December 15, 2009 .....	A5295

**Table of Contents**  
**(continued)**

**Page**

Excerpts of Rebuttal Report of Alan S. Frankel (filed under seal), dated June 22, 2010 .....	A5297
---	-------

# A2751

## Visa International Operating Regulations

---

POS Entry Mode Compliance Liability - AP Region.....	816
Authentication Requirements.....	817
PIN Requirements.....	817
Triple DES.....	821
Card Verification Value (CVV).....	821
Card Verification Value 2 (CVV2).....	823
Authentication Fines and Penalties.....	825
Terminated Merchant File.....	828
Terminated Merchants.....	828
<b>Chapter 9: Dispute Resolution.....</b>	<b>831</b>
Core Principle 9.1.....	831
Attempt to Honor/Post all Transactions.....	831
Core Principle 9.2.....	831
Offer Mutual Assistance to Other Participants.....	831
Core Principle 9.3.....	831
Prevent Unjust Enrichment.....	831
Core Principle 9.4.....	832
Visa Acts as Arbitrator.....	832
Dispute Resolution Process.....	832
Cardholder Disputes.....	832
Mutual Assistance.....	833
Visa System Problems.....	833
Transaction Receipt.....	833
Request for Transaction Receipt Copy.....	833

# A2752

## Visa International Operating Regulations

---

Retention.....	836
Request and Fulfillment.....	837
VisaNet Copy Request and Fulfillment Service.....	843
Retrieval Fees.....	846
Chargebacks and Representments.....	847
Chargeback and Representment Process.....	847
Reason Codes.....	855
Reason Code 30 Services Not Provided or Merchandise Not Received.....	855
Reason Code 41 Cancelled Recurring Transaction.....	859
Reason Code 53 Not as Described or Defective Merchandise.....	862
Reason Code 57 Fraudulent Multiple Transactions.....	871
Reason Code 60 Illegible Fulfillment.....	874
Reason Code 62 Counterfeit Transaction.....	877
Reason Code 70 Card Recovery Bulletin or Exception File.....	883
Reason Code 71 Declined Authorization.....	886
Reason Code 72 No Authorization.....	891
Reason Code 73 Expired Card.....	899
Reason Code 74 Late Presentment.....	902
Reason Code 75 Transaction Not Recognized.....	906
Reason Code 76 Incorrect Currency or Transaction Code or Domestic Transaction Processing Violation.....	914
Reason Code 77 Non-Matching Account Number.....	920
Reason Code 78 Service Code Violation.....	922
Reason Code 80 Incorrect Transaction Amount or Account Number.....	924
Reason Code 81 Fraud – Card-Present Environment.....	929

# A2753

## Visa International Operating Regulations

---

Reason Code 82 Duplicate Processing.....	939
Reason Code 83 Fraud—Card-Absent Environment.....	942
Reason Code 85 Credit Not Processed.....	954
Reason Code 86 Paid by Other Means.....	960
Reason Code 90 Non-Receipt of Cash or Load Transaction Value at ATM or Load Device...	963
Reason Code 93 Merchant Fraud Performance Program.....	965
Arbitration.....	967
Arbitration Process.....	967
Filing for Arbitration.....	970
Arbitration Appeal.....	974
Compliance.....	975
Compliance Process.....	975
Compliance Filing Conditions.....	975
Pre-Compliance for Violations.....	976
Compliance for Violations.....	977
Filing for Compliance.....	982
Compliance Appeal Rights.....	987
Interchange Reimbursement Fee Compliance.....	988
Filing Conditions.....	988
Interchange Reimbursement Fee Compliance Screening and Filing.....	989
IRF Pre-Compliance.....	990
IRF Compliance Process.....	990
IRF Compliance Appeal.....	991
Intercompany Interchange Reimbursement Fee Compliance .....	992

# A2754

## Visa International Operating Regulations

---

Intercompany Interchange Reimbursement Fee Compliance Process.....	992
<b>Chapter 10: Pricing, Fees and Interchange.....</b>	<b>993</b>
Core Principle 10.1.....	993
Fees for Access and Use of Visa Products and Services.....	993
Core Principle 10.2.....	993
Participants Pay or Receive Interchange for Transactions.....	993
Core Principle 10.3.....	994
Visa Determines Interchange Reimbursement Fees.....	994
Global Interchange.....	994
Interchange Overview.....	994
General Interchange Requirements.....	995
Interchange Reimbursement Fees - U.S. Region.....	996
General Interchange Reimbursement Fee Requirements - U.S. Region.....	996
Standard and Electronic Interchange Reimbursement Fees - U.S. Region.....	997
Custom Payment Services (CPS) - U.S. Region.....	1000
Custom Payment Services General - U.S. Region.....	1000
CPS/Automated Fuel Dispenser - U.S. Region.....	1009
CPS/Hotel and Car Rental - Card Not Present and Card Present - U.S. Region.....	1010
CPS/Supermarket - U.S. Region.....	1011
CPS/Rewards - U.S. Region.....	1012
CPS/Small Ticket - U.S. Region.....	1014
Industry-Specific Merchant Programs - U.S. Region.....	1014
Industry-Specific Merchant Program Requirements - U.S. Region.....	1014
Interchange Reimbursement Fee Programs - U.S. Region.....	1018

**A2755**

## Visa International Operating Regulations

Credit Voucher Program - U.S. Region.....	1018
ATM Tiered Interchange Reimbursement Fee - U.S. Region.....	1020
Performance Threshold Interchange Reimbursement Fees.....	1020
ATM Interchange Reimbursement Fees - U.S. Region.....	1021
Performance Threshold Interchange Reimbursement Fees - U.S. Region.....	1022
Performance Threshold Interchange Reimbursement Fee Consumer Credit and Consumer Debit - U.S. Region.....	1022
Visa Signature Preferred Interchange Reimbursement Fees - U.S. Region.....	1023
Visa Signature Preferred Interchange Reimbursement Fee Requirements - U.S. Region.....	1023
Commercial Interchange Reimbursement Fees - U.S. Region.....	1025
Commercial Interchange Reimbursement Fees and Programs - U.S. Region.....	1025
Visa Purchasing Large Ticket Interchange Reimbursement Fee - U.S. Region.....	1028
Visa Purchasing Large Ticket Interchange Reimbursement Fee - General - U.S. Region.....	1028
Visa Large Purchase Advantage Interchange Reimbursement Fee – U.S. Region .....	1029
Visa Large Purchase Advantage Interchange Reimbursement Fee – General – U.S. Region .....	1029
Visa Fees - General.....	1029
Fee Assessment and Responsibility.....	1029
Fee Collection.....	1030
Visa Fee Collection and Funds Disbursement.....	1030
Member Fee Collection and Funds Disbursement.....	1032
Automated Clearing House Service Fee Collection and Funds Disbursement - U.S. Region..	1037
Visa Interchange Reimbursement Fee Adjustments.....	1039
Interchange Reimbursement Fee Adjustments.....	1039
Interchange Reimbursement Fee-Related Fines.....	1040



# A2756

## Visa International Operating Regulations

---

Interchange Reimbursement Fee Fines.....	1040
<b>Appendices.....</b>	<b>1043</b>
Floor Limits.....	1043
Maximum Authorized Floor Limits.....	1043
<b>Glossary.....</b>	<b>1045</b>
Terms and Definitions.....	1045
0-9.....	1045
A.....	1046
B.....	1067
C.....	1070
D.....	1098
E.....	1104
F.....	1112
G.....	1118
H.....	1122
I.....	1124
J.....	1133
K.....	1134
L.....	1134
M.....	1138
N.....	1146
O.....	1151
P.....	1156
Q.....	1175

# A2757

## Visa International Operating Regulations

---

R.....	1177
S.....	1182
T.....	1191
U.....	1198
V.....	1201
W.....	1249
X.....	1250
Y.....	1250
Z.....	1251

# A2758

Visa International Operating Regulations

---

## Summary of Changes

### Quick Reference

#### Overview

#### Major Topics

Fraud Chargeback Optimization

**Effective 20 April 2013**, revises Chargeback and Retrieval Request requirement rules for Chargeback Reason Codes 75, 81, and 83, and creates a new related Compliance right.

Dispute Resolution Refinements

**Effective 13 October 2012**, makes revisions to the Operating Regulations to align, clarify and streamline the dispute resolution language.

Merchant Partial Authorization Mandate

**Effective 1 April 2013**, requires all U.S. Merchants and Merchants in the U.S. Territories that provide Cash-Back at the Point-of-Sale to support Visa Partial Authorization.

Visa Payment Controls (Previously Called Targeted Acceptance) for Visa Credit Cards

**Effective 20 April 2012**, introduces Visa Payment Controls (VPC), a service which allows Issuers to decline a pre-defined category of Visa Commercial Card Transactions processed through VisaNet. The service primarily focused on addressing the needs of Visa Commercial Card Cardholders.

Expansion of "Domestic Use Only" Feature to General Purpose Reloadable Prepaid Cards

**Effective 10 May 2012**, expands the availability of "Domestic Use Only" restriction from Non-Reloadable Cards to initial general purpose Reloadable Cards where identifying Cardholder information has not been obtained.

Visa Easy Payment Service (VEPS) Transaction Amount Increase for Select U.S. Merchants

**Effective 13 October 2012**, increases the Transaction limit from US \$25 to US \$50 for Visa Easy Payment Service (VEPS) Transactions in the U.S. Region originating at select Merchant Category Codes.

New Chargeback Rights for Deceptive Marketing and Counterfeit Goods

# A2759

## Visa International Operating Regulations

---

**Effective 13 October 2012**, updates Chargeback Reason Code 53, "Not as Described or Defective Merchandise," to make it easier for Issuers to charge back Transactions involving counterfeit merchandise, and to enable Issuers to charge back Transactions where the Merchant misrepresents the terms of sale to a Cardholder.

Revision of Visa Easy Payment Service Country Level Transaction Limits in Hong Kong, India, Macau, Philippines, Singapore and Vietnam

**Effective 13 October 2012**, increases the Visa Easy Payment Service (VEPS) Transaction amount limits for Hong Kong, India, Macau, Philippines, Singapore and Vietnam in the AP Region.

Modifications to Compliance Filing Time Limit for Fraudulent Credit Transactions

**Effective 13 October 2012**, shortens the Compliance filing time limit for violations involving fraudulent credit Transactions to no more than 90 days from the Processing Date of either the credit reversal or the fraudulent sale/ ATM withdrawal Transaction.

Expansion of Fast Funds to All Original Credit Transaction Business Application Indicators

**Effective 14 June 2012**, expands the current Fast Funds processing requirement for Visa Money Transfers to all types of Original Credit Transactions, including Visa Money Transfer Original Credit Transactions.

Verified by Visa Liability Shift Expansion to include Visa Commercial Cards

**Effective 15 April 2013**, the liability shift under Verified by Visa will be extended to include all Domestic Transactions and International Transactions completed with a Commercial Card. The liability shift excludes Transactions involving an Issuer or Merchant in the U.S. Region.

Implementation of Account Level Processing (ALP) in the AP Region and CEMEA Region

**Effective 12 October 2012**, implements new Operating Regulations to support Account Level Processing in the AP Region and CEMEA Region.

PIN Security Rule Revalidation

**Effective 13 September 2012**, updates PIN security-related Operating Regulation language to reflect existing requirements, documentation, and processes.

Verification of Original Credit Transactions (OCT) Posting through Visa Resolve Online (VROL)

**Effective 20 April 2013**, requires the Originating Member to use Visa Resolve Online to inquire into the posting of an Original Credit Transaction to the Visa Cardholder's account.

Affinity and Co-Brand Regulation Alignment

**Effective 1 April 2013**, streamlines and globalizes rules and procedures associated with Cards bearing the Marks of non- Members ( Affinity/Co-Branded Cards).

Global Brand Protection Program Penalties Restructure

# A2760

## Visa International Operating Regulations

---

**Effective 1 June 2012**, introduces a second tier to the Global Brand Protection Program penalty schedule to address emerging categories of illegal Transactions that may cause damage to the Visa brand.

ID#: 151012-010100-0027472

### Miscellaneous Topics

#### Sunset of File Correction Service

**Effective upon publication**, removes Operating Regulations for the Visa File Correction Service, which is no longer supported by Visa.

#### PIN Security Program Non- Compliance Penalties

**Effective 10 May 2012**, simplifies and clarifies the Visa PIN security program requirements and associated non-compliance penalties and fines table.

#### Visa Access Token Program Implementation

**Effective 14 June 2012**, allows Visa account information, whether on a card or in a digital wallet, to be used by Merchants, in a tokenized format, as a tool to grant Cardholders access to services purchased with the same account.

#### Visa Merchant Direct Exchange Globalization

**Effective 5 June 2012**, supports the global expansion of Visa Merchant Direct Exchange and recognizes the new *Visa Merchant Direct Exchange Service Description*.

#### Addition of Business-to-Business Visa Settlement Match Implementation Guide to VIOR Extension List

**Effective 30 July 2012**, announces the availability of the *Visa Settlement Match Implementation Guide* governing the Business-to-Business Settlement Match Service.

#### Revised Requirements for Handling of Cards Recovered at an ATM

**Effective 12 July 2012**, allows ATM Acquirers additional time to return a recovered card if the ATM Acquirer uses a Card return center, and removes the requirement for an ATM Acquirer in the U.S. Region to use a delivery method that offers proof of delivery for returned Cards.

#### BankruptcyPredict Sunset

**Effective 1 August 2012**, supports the discontinuation and migration of BankruptcyPredict, a U.S. subscription-based risk service that provided consumer scoring to predict the likelihood of bankruptcy.

#### Elimination of Requirement for Chip Data in Clearing Record

# A2761

## Visa International Operating Regulations

---

**Effective 13 October 2012**, excludes Acquirers and Merchants in the U.S. Region from the requirement to supply Chip data in the Clearing Record of a Transaction, if the corresponding Authorization Request was approved Online.

### Modification of Minimum ATM Cash Disbursement Requirements for Issuers

**Effective 12 July 2012**, modifies the requirement that Issuers provide a minimum daily Cash Disbursement amount of US \$200 via an ATM to allow Issuers to set lower cash limits of US \$200 or 10% of the credit line, whichever is less. The change applies to consumer and commercial credit programs only, not debit.

### Debt Repayment Indicator Clarification

**Effective 29 June 2012**, clarifies that in the U.S. Region, use of the debt repayment indicator is required for all debt repayment Transactions regardless of whether or not the payment is submitted under the Visa Debt Repayment Program.

### Visa Advanced ID Solutions Updates

**Effective 1 August 2012**, revises the Visa Advanced ID Solutions definition and removes obsolete language under the Visa Advanced ID Solutions suite of products.

### Interchange Reimbursement Fee (IRF) Compliance Rules Clarification

**Effective 13 October 2012**, consolidates procedural requirements for the Interchange Reimbursement Fee (IRF) Compliance process into a new extension document, and re-organizes and revises IRF Compliance rules.

### Optimization of Chargeback Process for Compelling Evidence

**Effective 20 April 2013**, clarifies the meaning and applicability of "Compelling Evidence," and establishes a Representment right that enables Acquirers to provide "Compelling Evidence" to Issuers.

### Refinements to Dispute Resolution Rules

**Effective 20 April 2013**, eliminates Chargeback Reason Code 60, "Illegible Fulfillment" and Retrieval Request Reason Code 29, "Travel & Entertainment (T&E) Document Request," and makes minor edits to streamline and align dispute resolution rules language.

### Updates to the Extensions to the Visa International Operating Regulations

**Effective 15 October 2012**, streamlines and updates Extension references, introduces new defined terms to reference groups of related Extensions, removes Extensions lists and obsolete Extension references.

### Mobile Merchant Acceptance - Online Authorization Mandate

**Effective 1 October 2012**, introduces a requirement that Acquirers deploy Mobile Payment Acceptance Solutions capable of Online Authorization.

# A2762

## Visa International Operating Regulations

---

### Electronic Format Cardholder Receipt Requirements

**Effective 1 October 2012**, allows Merchants to offer Cardholders the option of receiving receipts in the form of e-mail or wirelessly delivered formats, such as SMS (Short Message Service) text messages.

### Removal of References to RightCliq

**Effective 1 October 2012**, removes references to Rightcliq

ID#: 151012-010100-0027478

## AP Region Major Topics

### Japan Domestic Dispute Rules

**Effective 1 August 2013 through 31 December 2016**, implements new Operating Regulations to replicate and formalize the current dispute resolution process used in Japan.

### Visa Account Updater in Australia and New Zealand

**Effective 28 June 2012**, removes the requirement for Members in Australia and New Zealand to participate in the Visa Account Updater Service and aligns with the optional participation requirements in the *Visa International Operating Regulations*.

### Clearing Timeframes for Domestic Visa Transactions Conducted at Automated Fuel Dispensers in Malaysia

**Effective 1 May 2012**, revises the Transaction Receipt Deposit time limits and Transaction Receipt processing time limits for Malaysia, in order to support the Malaysia central bank's request.

### Removal of the Domestic Liability Shift Variance for Japan

**Effective 1 October 2015**, removes the previously granted variance to the EMV Liability Shift participation requirements of the *Visa International Operating Regulations* for domestic Transactions in Japan.

### Domestic Transactions Conducted at Automated Fuel Dispensers in Japan

**Effective 1 August 2013**, revises the Status Check Authorization amount as 15,000 JPY for domestic Transactions conducted at Automated Fuel Dispensers in Japan.

ID#: 151012-010100-0027473

## Canada Region Major Topics

### Implementation of Visa Business Debit in Canada

# A2763

## Visa International Operating Regulations

---

**Effective 14 June 2012**, introduces new Operating Regulations in the Canada Region for the issuance of Visa Business Debit Cards.

Removal of the Authorization of Chip Fallback Transaction Regulation

**Effective 1 October 2012**, removes the Authorization of Chip Fallback Transactions rule requiring Issuers and Issuers' agents to decline all Authorization requests for Fallback Transactions.

ID#: 151012-010100-0027474

### CEMEA Region Major Topics

Visa Signature Expansion

**Effective 1 September 2012**, permits the issuance of Visa Signature Cards in the CEMEA Region without requiring prior written permission from Visa. Visa Signature Cards launched in the CEMEA Region will be subject to the product requirements specified in the *Visa Signature Card Product Guide – CEMEA Region*.

Visa Rewards Product

**Effective 14 June 2012**, introduces revisions to allow qualifying Issuers in the CEMEA Region to issue a Visa Rewards product.

ID#: 151012-010100-0027475

### LAC Region Major Topics

Visa Corporate Debit Card

**Effective 14 June 2012**, introduces new Operating Regulations in the LAC Region for the issuance of Visa Corporate Debit Cards.

Visa Commercial Card Data Requirements

**Effective 1 February 2013**, requires Members in Brazil to transmit and receive additional data elements in the Clearing Record of transactions with Visa Commercial Cards participating in government programs.

ID#: 151012-010100-0027476

### U.S. Region Major Topics

Acquirer Requirement to Process Visa Debit with PIN Transactions Using the Single Message System

**Effective 14 April 2012**, requires Acquirers to ensure that all Visa Debit with PIN Transactions are processed using the Single Message System.



# A2764

## Visa International Operating Regulations

---

### Visa Large Purchase Advantage and Changes to Visa Purchasing Large Ticket Program

**Effective 14 April 2012**, stipulates requirements to support a new Visa Purchasing product (Visa Large Purchase Advantage) identifies qualification criteria for a four-tiered Interchange Reimbursement Fee rate for Visa Purchasing products, revises the registration and Merchant Verification Value requirements, and introduces the *Visa Large Purchase Advantage Client Implementation Guide*.

### Visa POS Solutions Program

**Effective 1 April 2012**, introduces an optional program for Acquirers in the U.S. Region, along with participation requirements and program implementation guides.

### Contact and Contactless Chip Updates

**Effective 13 September 2012**, revises rules for the U.S. Region's Chip implementation to promote interoperability and provide a consistent Cardholder experience when using Visa Chip products.

### U.S. Principal Member Quarterly Operating Certificate Reporting Clarification

**Effective 1 January 2013**, clarifies Quarterly Operating Certificate requirements for U.S. Sponsors of Credit Participant, issuing Credit Participant, or Debit Participant Members.

### Extension of Custom Payment Service (CPS) to Quasi-Cash Consumer and Business Debit Transactions

**Effective 14 April 2012**, in the U.S. Region, qualifies certain Quasi-Cash Transactions conducted in a Face-to-Face Environment for Custom Payment Service (CPS) Interchange Reimbursement Fees if all other CPS qualification criteria are met.

ID#: 151012-010100-0027477

## Summary of Changes

### Major Topics

#### Fraud Chargeback Optimization

##### Background

To help improve efficiency and reduce the operational costs for Members handling fraud related Chargebacks, the Operating Regulations have been revised to eliminate the Copy Request requirement as a prerequisite for initiating a Chargeback under Chargeback Reason Code 75, "Transaction Not Recognized," Reason Code 81, "Fraud – Card-Present Environment," and Reason Code 83, "Fraud – Card-Absent Environment," to prohibit Chargebacks for electronically read Transactions under Chargeback Reason Code 75 and Reason Code 81, and to eliminate proof of signature as a remedy for Chargeback Reason Code 75 and Reason Code 81.

# A2765

## Visa International Operating Regulations

---

### Effective Date

20 April 2013

### Regulation Changes

Added or revised the following:

Chapter 9: Dispute Resolution

- Additional Information - Reason Code 75
- Additional Information - Reason Code 83
- Chargeback Processing Requirements - Reason Code 75
- Chargeback Rights and Limitations - Reason Code 75
- Chargeback Rights and Limitations - Reason Code 81
- Chargeback Rights and Limitations - Reason Code 83
- Copy of Transaction Receipt for Legal Proceeding, Law Enforcement Investigation, or Issuer Investigation
- Documentation - Reason Code 81
- Invalid Chargebacks - Reason Code 75
- Invalid Chargebacks - Reason Code 81
- Overview - Reason Code 81
- Representment Conditions - Reason Code 83
- Representment Processing Requirements - Reason Code 83
- Representment Rights and Limitations - Reason Code 75
- Representment Rights and Limitations - Reason Code 81

ID#: 151012-010100-0027418

### Dispute Resolution Refinements

#### Background

Revisions have been made to the Operating Regulations to align, clarify and streamline the dispute resolution rule language.

### Effective Date

13 October 2012

### Regulation Changes

# A2766

## Visa International Operating Regulations

---

Added or revised the following:

### Chapter 6: Payment Acceptance

- Hotel Reservation Room Hold

### Chapter 9: Dispute Resolution

- Topic: Reason Codes
- Accepting Financial Liability for Pre-Arbitration
- Arbitration and Compliance Committee Decision
- Arbitration Appeal Filing Fee
- Arbitration Description
- Arbitration Filing Authority
- Arbitration Filing Reasons
- Arbitration Financial Liability
- Calculation of Chargeback Time Limit
- Calculation of Representment Time Limit
- Compliance Appeal Filing Fee
- Compliance Filing Procedures
- Compliance Financial Liability
- Compliance Time Limits
- Group Member Filing Time Limit
- Illegible Fulfillment - Unable to Provide Legible Transaction Receipt Copy
- Member Exceptions Due to Visa System Problems During the Dispute Process
- Non-Acceptance of Financial Liability for Pre-Compliance
- Opposing Member's Response to Arbitration Case
- Opposing Member's Response to Compliance Case
- Pre-Arbitration Conditions
- Pre-Arbitration Response - ATM Disputes
- Pre-Compliance Attempt
- Representment Documentation
- Requesting Member's Response of Compliance Case
- Requesting Member's Response to Arbitration Case
- Required Documentation for Arbitration
- Required Documentation for Compliance
- Retrieval Request Requirements

# A2767

## Visa International Operating Regulations

---

- T&E Document Retrieval Request
- Terminated Merchant File Information Requirements - U.S. Region
- Transaction Receipt Fulfillment Documents - Data Requirements
- Visa Arbitration Case Rejection
- Visa Determination of Invalid Compliance Request

ID#: 151012-010100-0027419

### Merchant Partial Authorization Mandate

#### Background

To support Visa Prepaid Issuers' ability to meet new U.S. Federal Regulations implementing the Durbin Amendment to the Dodd-Frank Act in regards to the routing and exclusivity provisions, Operating Regulations have been introduced to require all U.S. and U.S. Territory Merchants that provide Cash-Back at the Point-of-Sale, to support Visa Partial Authorization.

#### Effective Date

1 April 2013

#### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Cash-Back Services Merchant Participation - AP Region, LAC Region, and U.S. Region
- Partial Authorization Requirements - U.S. Region 5.2.K
- Partial Authorization Service Merchant Requirements

ID#: 151012-010100-0027420

### Visa Payment Controls (Previously Called Targeted Acceptance) for Visa Credit Cards

#### Background

The Operating Regulations have been revised to introduce Visa Payment Controls (VPC), a new Visa service that allows Visa Commercial Cardholders to define, monitor, and control the use of Visa Cards issued to business employees by allowing an Issuer to decline a pre-identified category of Visa Transactions processed through VisaNet.

#### Effective Date

20 April 2012

# A2768

## Visa International Operating Regulations

---

### Regulation Changes

Added or revised the following:

#### Chapter 2: Visa System Participation

- Indemnification Related to Visa Payment Controls Service

#### Chapter 5: Visa Products and Services

- Visa Infinite Business Authorization Requirements - Canada Region
- Visa Payment Controls - Issuer Participation Requirements
- Visa Signature Business Card Authorization Requirements – AP Region
- Visa Signature Preferred Charge Card Allowable Decline and Referral Reasons - U.S. Region

#### Chapter 7: Transaction Processing

- Decline Response Prohibition for Electronic Commerce Transactions
- Visa Infinite Card Allowable Decline and Referral Reasons
- Visa Signature Business Card Allowable Decline and Referral Reasons - U.S. Region
- Visa Signature Card Allowable Decline and Referral Reasons
- Visa Signature Card Restriction on Declines - U.S. Region
- Visa Signature Preferred Card Restriction on Declines - U.S. Region

#### Glossary

- Visa Payment Controls

ID#: 151012-010100-0027422

### Expansion of "Domestic Use Only" Feature to General Purpose Reloadable Prepaid Cards

#### Background

The Operating Regulations were revised to permit the "domestic use only" restriction, currently limited to Non-Reloadable Cards, for all general purpose Reloadable Cards where identifying Cardholder information has not been obtained.

#### Effective Date

10 May 2012

### Regulation Changes

Added or revised the following:

# A2769

## Visa International Operating Regulations

---

### Chapter 5: Visa Products and Services

- Domestic Use Only Visa Prepaid Cards
- Service Codes Denoting International Acceptance - U.S. Region

ID#: 151012-010100-0027423

### **Visa Easy Payment Service (VEPS) Transaction Amount Increase for Select U.S. Merchants**

#### **Background**

The U.S. Regional Operating Regulations have been revised to increase the Transaction limit for Visa Easy Payment Service (VEPS) Transactions originating at select Merchant Categories Codes in the U.S. Region. Corresponding updates have also been reflected in the "Visa Easy Payment Service Country Level Transaction Limits" exhibit.

#### **Effective Date**

13 October 2012

#### **Regulation Changes**

Added or revised the following:

#### Chapter 6: Payment Acceptance

- Visa Easy Payment Service (VEPS) MCC-based Transaction Limit - U.S. Region

Appendices:

- Visa Easy Payment Service Country Level Transaction Limits

ID#: 151012-010100-0027424

### **New Chargeback Rights for Deceptive Marketing and Counterfeit Goods**

#### **Background**

To protect Issuers and Cardholders from Merchants that sell counterfeit merchandise or that misrepresent the terms of sale to Cardholders, updates have been made to Chargeback Reason Code 53, "Not as Described or Defective Merchandise," to make it easier for Issuers to charge back Transactions involving counterfeit goods and to enable Issuers to charge back Transactions where the Merchant misrepresents the terms of sale to a Cardholder.

# A2770

## Visa International Operating Regulations

---

### Effective Date

13 October 2012

### Regulation Changes

Added or revised the following:

Chapter 9: Dispute Resolution

- Subtopic: Reason Code 53 Not as Described or Defective Merchandise

ID#: 151012-010100-0027425

### Revision of Visa Easy Payment Service Country Level Transaction Limits in Hong Kong, India, Macau, Philippines, Singapore and Vietnam

#### Background

The Operating Regulations have been revised to increase the Visa Easy Payment Service (VEPS) Transaction amount limits for Hong Kong, India, Macau, Philippines, Singapore and Vietnam in the AP Region.

#### Effective Date

13 October 2012

#### Regulation Changes

Added or revised the following:

Appendices:

- Visa Easy Payment Service Country Level Transaction Limits

ID#: 151012-010100-0027426

### Modifications to Compliance Filing Time Limit for Fraudulent Credit Transactions

#### Background

Revisions to the Visa Operating Regulations were announced to shorten the Compliance filing time limit for violations involving fraudulent credit Transactions to no more than 90 days from the Processing Date of either the credit reversal or the fraudulent sale/ATM withdrawal Transaction.

#### Effective Date

# A2771

## Visa International Operating Regulations

---

13 October 2012

### Regulation Changes

Added or revised the following:

Chapter 9: Dispute Resolution

- Compliance Time Limits

ID#: 151012-010100-0027427

### Expansion of Fast Funds to All Original Credit Transaction Business Application Indicators

#### Background

The Operating Regulations have been revised to expand the availability of Fast Funds service beyond Visa Money Transfers to all Original Credit Transactions, and require all non-U.S. Members certified to receive Online Financial Transaction (0200) message to participate in Fast Funds, thereby making the funds available within 30 minutes of receipt and approval of the Original Credit Transaction.

#### Effective Date

14 June 2012

### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Money Transfer Original Credit Transaction - Unique Sender Identification
- Original Credit Transaction Authorization Request
- Original Credit Transaction Posting
- Original Credit Transaction Posting - Fast Funds

Chapter 7: Transaction Processing

- Money Transfer Original Credit Transactions - Fast Funds Processing
- Original Credit Transactions - Fast Funds Processing
- Original Credits - Fast Funds Processing - AP Region and CEMEA Region

Chapter 10: Pricing, Fees and Interchange



# A2772

## Visa International Operating Regulations

---

- Fast Funds Money Transfer Original Credit Interchange Reimbursement Fee
- Fast Funds Original Credit Transaction Interchange Reimbursement Fee

### Glossary

- Fast Funds
- Original Credit Transaction

ID#: 151012-010100-0027428

## Verified by Visa Liability Shift Expansion to include Visa Commercial Cards

### Background

Operating Regulations changes have been introduced to extend the current global Verified by Visa liability shift to include Visa Commercial Cards. These revisions will reduce Merchant and Acquirer losses being incurred from fraudulent Transactions taking place on Visa Commercial Cards, in particular those originating at T&E Merchants, by shifting liability for approved fraudulent Transactions back to the Issuer. All Domestic Transactions and International Transactions will be included in the liability shift. The liability shift excludes Transactions involving Issuers or Merchants in the U.S. Region.

### Effective Date

15 April 2013

### Regulation Changes

Added or revised the following:

#### Chapter 5: Visa Products and Services

- Unable-to-Authenticate Response for Visa Commercial Cards
- Verified by Visa in Australia - AP Region
- Verified by Visa Unable-to-Authenticate Response Conditions

#### Chapter 6: Payment Acceptance

- Verified By Visa Acquirer Requirements - CEMEA Region

#### Chapter 9: Dispute Resolution

- Chargeback Conditions - Reason Code 83
- Invalid Chargebacks - Reason Code 83

ID#: 151012-010100-0027429

# A2773

## Visa International Operating Regulations

---

### Implementation of Account Level Processing (ALP) in the AP Region and CEMEA Region

#### Background

New Operating Regulations were implemented to support the launch of Account Level Processing in the AP Region and CEMEA Region. Account Level Processing is an optional service provided to Members by Visa.

#### Effective Date

12 October 2012

#### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Visa Infinite Preferred Card Point-of-Sale Spend Requirement – AP Region
- Visa Signature Card Issuance - AP Region
- Visa Signature Card Point-of-Sale Spend Requirement – AP Region and CEMEA Region

Chapter 7: Transaction Processing

- Account Level Processing – Issuer Participation Requirements – AP Region and CEMEA Region

Glossary

- Account Level Processing – AP Region and CEMEA Region

ID#: 151012-010100-0027430

### PIN Security Rule Revalidation

#### Background

Due to the Payment Card Industry Security Standards Council's establishment of the PCI PIN Security Requirements as the industry standard, Visa has updated PIN security-related Operating Regulations to ensure that existing requirements, documentation, and processes are reflected.

#### Effective Date

13 September 2012

#### Regulation Changes

Added or revised the following:

# A2774

## Visa International Operating Regulations

---

### Chapter 1: Visa Operating Regulations Governance

- Visa Right to Monitor, Audit, Inspect, and Investigate

### Chapter 2: Visa System Participation

- PIN Security

### Chapter 5: Visa Products and Services

- PIN Issuance Requirements
- PIN Security Requirements for ATM Operators and Agents
- PIN Security Requirements for ATM Operators and Agents - U.S. Region

### Chapter 6: Payment Acceptance

- PIN in Lieu of Signature
- PIN Requirement at ATMs
- PIN Requirement at ATMs - U.S. Region
- Point-of-Transaction Terminal PIN Requirements - U.S. Region
- Third Party Agent ATM Requirements - CEMEA Region

### Chapter 8: Risk Management

- Contesting of PIN Requirement Non-Compliance Penalty - U.S. Region
- GCAR Qualification
- Global Compromised Account Recovery Program Overview
- Issuer PIN Security Requirements - Canada Region
- PIN Security Program Requirements
- PIN Security Requirements
- PIN Security Violation Penalties

### Chapter 9: Dispute Resolution

- Data Compromise Recovery - U.S. Region

### Glossary

- EMV PIN-Compliant
- EMV PIN-Compliant - CEMEA Region
- PIN Management Requirements Documents
- PIN Management Requirements Documents - U.S. Region

ID#: 151012-010100-0027431

# A2775

## Visa International Operating Regulations

---

### Verification of Original Credit Transactions (OCT) Posting through Visa Resolve Online (VROL)

#### Background

Operating Regulation revisions were approved to require the use of Visa Resolve Online by an Originating Member to request confirmation and/or proof that funds sent in the form of an Original Credit Transaction (including Money Transfer Original Credit Transaction) were received and posted to the Cardholder's account by the Recipient Member. Failure to respond within 5 calendar days will authorize the Originating Member to submit an Original Credit Transaction Adjustment, optionally through Visa Resolve Online (VROL), with the requirement to submit the Clearing Transaction within 30 of the Processing Date of the initial Original Credit Transaction .

#### Effective Date

20 April 2013

#### Regulation Changes

Added or revised the following:

##### Chapter 6: Payment Acceptance

- Money Transfer Original Credit Transaction Adjustment
- Money Transfer Original Credit Transaction Authorization Request
- Money Transfer Original Credit Transaction Posting
- Money Transfer Original Credit Transaction Verification of Posting
- Original Credit Transaction Adjustment
- Original Credit Transaction Authorization Request
- Original Credit Transaction Posting
- Original Credit Transaction Posting - Fast Funds
- Original Credit Transaction Verification of Posting

##### Chapter 7: Transaction Processing

- Money Transfer Original Credit Transaction Adjustment Clearing Requirements
- Original Credit Transaction Adjustment Clearing Requirements

ID#: 151012-010100-0027432

### Affinity and Co-Brand Regulation Alignment

#### Background

# A2776

## Visa International Operating Regulations

---

The Operating Regulations have been revised to streamline, simplify, and globalize, to as great an extent as possible, processes and requirements relating to the issuance of Visa Cards bearing the Marks of non-Members. Major elements of the changes include the introduction of new, global, terminology, moving detailed Card design requirements into the *Visa Product Brand Standards*, globalizing requirements related to documentation, Marks, and display of Marks, along with Visa rights, and combining the various regional issuance and approval requirements into a single global rule.

### Effective Date

1 April 2013

### Regulation Changes

Added or revised the following:

#### Chapter 2: Visa System Participation

- Visa Affinity Card Program Indemnification - U.S. Region

#### Chapter 4: The Visa Brand

- Subtopic: Affinity/Co-Branded Card Program Requirements
- Subtopic: Non-Member Marks on Cards
- Affinity/Co-Branded Card Discounts - LAC Region
- Co-Branding Issuer Qualification and Notification
- Co-Branding Partnership Requirements
- Marks Infringement/Denigration - U.S. Region
- Member Identification Area - U.S. Region
- Permitted Use of Other Marks

#### Chapter 5: Visa Products and Services

- Application of Affinity Rules to Plus Proprietary Card - Canada Region
- BIN Requirements for Airline Co-Brand Programs - CEMEA Region
- Visa Platinum Card Travel Rewards Program - LAC Region
- Visa Signature Business Cardholder Information - U.S. Region
- Visa Signature Card Travel Rewards Program - LAC Region
- Visa Signature Cardholder Information - U.S. Region
- Visa Signature Preferred Cardholder Information - U.S. Region

#### Chapter 6: Payment Acceptance

- Affinity Cards - U.S. Region

# A2777

## Visa International Operating Regulations

---

- Affinity Partner Marks Size Requirements - U.S. Region
- Affinity/Co-Brand Partner Marks Size Requirements
- Discounts on Purchases Made with Affinity Cards - U.S. Region
- Display of Affiliated-Merchant Mark - U.S. Region
- Display of Affinity Card Reproduction - U.S. Region
- Display of Affinity/Co-Brand Merchant Mark
- Visa Right to Request Display Modification
- Visa Right to Request Display Modification - U.S. Region

### Glossary

- Affiliated Merchant - LAC Region
- Affiliated-merchant - U.S. Region
- Affinity Card - Canada Region
- Affinity Card - U.S. Region
- Affinity Card Program - AP Region
- Affinity Card Program - Canada Region
- Affinity Participant - Canada Region
- Affinity Participant Agreement - Canada Region
- Affinity Partner - U.S. Region
- Affinity/Co-Brand Card
- Affinity/Co-Brand Merchant
- Affinity/Co-Brand Partner
- Affinity/Co-Brand Program
- Affinity/Co-Branding Card - LAC Region
- Affinity/Co-Branding Partner - LAC Region
- Affinity/Co-Branding Program - LAC Region
- Co-Branded Card Program - AP Region
- Collateral Material
- Collateral Material - LAC Region
- Collateral Material - U.S. Region
- Third Party Agent

ID#: 151012-010100-0027433

# A2778

## Visa International Operating Regulations

---

### Global Brand Protection Program Penalties Restructure

#### Background

The Operating Regulations have been revised to add a second tier to the Global Brand Protection Program penalty schedule to address emerging categories of illegal Transactions that may cause damage to the Visa brand and help ensure the financial penalty matches the level of brand damage associated with the violation.

#### Effective Date

1 June 2012

#### Regulation Changes

Added or revised the following:

Chapter 8: Risk Management

- Global Brand Protection Program Penalties

ID#: 151012-010100-0027434

### Miscellaneous Topics

#### Sunset of File Correction Service

##### Background

The Operating Regulations have been revised to delete references to the Visa File Correction Service, which is no longer supported.

##### Effective Date

Upon publication

ID#: 151012-010100-0027436

#### PIN Security Program Non-Compliance Penalties

##### Background

Revisions were made to simplify and clarify the Visa PIN security program requirements and associated non-compliance penalties and fines table to remove potential ambiguity in the Operating Regulations and *PIN Security Program Guide*.

# A2779

## Visa International Operating Regulations

---

### Effective Date

10 May 2012

### Regulation Changes

Added or revised the following:

Chapter 8: Risk Management

- PIN Security Compliance
- PIN Security Non-Compliance Penalties
- PIN Security Non-Compliance Penalties - U.S. Region
- PIN Security Requirements
- PIN Security Requirements - U.S. Region

ID#: 151012-010100-0027437

### Visa Access Token Program Implementation

#### Background

To increase convenience for Cardholders and reduce operating costs for Merchants, while further differentiating Visa from competitors, the *Visa International Operating Regulations* have been updated to implement the Visa Access Token Program. This program allows Visa account information, whether on a card or in a digital wallet, to be used by Merchants, in a tokenized format, as a tool to grant Cardholders access to services purchased with the same account.

### Effective Date

14 June 2012

### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Use of Account Number
- Use of Visa Account Information for Visa Access Token Program
- Visa Access Token Program Disclosure Requirements
- Visa Access Token Program Eligibility
- Visa Access Token Program Eligibility Exception
- Visa Access Token Program Restrictions



# A2780

## Visa International Operating Regulations

---

### Glossary

- Visa Access Token Program

ID#: 151012-010100-0027438

## Visa Merchant Direct Exchange Globalization

### Background

The Operating Regulations have been revised to support the global expansion of Visa Merchant Direct Exchange to meet the growing demand for the service outside of the U.S. Region. Also, a new Visa Merchant Direct Exchange Service Description was developed for current and prospective Merchants participating in Visa Merchant Direct Exchange and their sponsoring Acquirers.

### Effective Date

5 June 2012

### Regulation Changes

Added or revised the following:

#### Chapter 1: Visa Operating Regulations Governance

- Visa Right to Monitor, Audit, Inspect or Investigate – U.S. Region
- Visa Right to Monitor, Audit, Inspect, and Investigate

#### Chapter 2: Visa System Participation

- Direct-Connect Merchant Indemnification - U.S. Region
- Indemnification from Processor's Performance
- Indemnification from Processor's Performance - U.S. Region
- Liability at Merchant Outlet
- Liability at Merchant Outlet - U.S. Region
- Visa Merchant Direct Exchange Merchant Indemnification

#### Chapter 3: The Visa License

- Confidentiality of Visa Systems Information
- Confidentiality of Visa Systems Information - U.S. Region
- Non-Assignable Right To Use V.I.P. System or BASE II - U.S. Region
- Non-Assignable Right to Use VisaNet

# A2781

## Visa International Operating Regulations

---

- Notification of Modifications
- Proprietary Interest in Visa Systems
- Restricted Use of VisaNet
- Restricted Use of VisaNet - U.S. Region
- Support for Installation of Systems
- Support for Installation of Systems - U.S. Region
- VisaNet Access Point Modification
- VisaNet Access Point Modification - U.S. Region
- VisaNet Access Point Security
- VisaNet Access Point Security - U.S. Region

### Chapter 7: Transaction Processing

- Clearing Processor Downgrade or Termination
- Clearing Processor Downgrade or Termination - U.S. Region
- Direct-Connect Merchant Downgrade or Termination - U.S. Region
- Transaction Delivery - U.S. Region
- V.I.P. System Services for Authorizing Processors - U.S. Region
- Visa Merchant Direct Exchange Merchant Downgrade or Termination
- Visa Merchant Direct Exchange Transaction Delivery

### Glossary

- Direct-Connect Merchant - U.S. Region
- Visa Merchant Direct Exchange
- Visa Merchant Direct Exchange Merchant
- VisaNet Access Point

ID#: 151012-010100-0027439

## **Addition of Business-to-Business Visa Settlement Match Implementation Guide to VIOR Extension List**

### **Background**

The Operating Regulations were revised to introduce "*Visa Settlement Match (VSM) Implementation Guide*" as an extension of the Visa International Operating Regulations and require compliance with the provisions contained therein by Members who opt to participate in the Business-to-Business Settlement Match Service.

# A2782

## Visa International Operating Regulations

---

### Effective Date

30 July 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Authorization and Settlement Match Participation Requirements – U.S. Region

Glossary

- Authorization and Settlement Match - U.S. Region

ID#: 151012-010100-0027440

### Revised Requirements for Handling of Cards Recovered at an ATM

#### Background

To align Visa Card recovery requirements with current ATM Acquirer business practices, the Operating Regulations have been revised to allow an ATM Acquirer to return a recovered Card within 5 days of receipt of the Card at the ATM Acquirer's card return center, if applicable, rather than within 5 days of the Card recovery. Current rules continue to apply if the ATM Acquirer does not use a card recovery center. In addition, the requirement for an Acquirer in the U.S. Region to return recovered Cards using a delivery method that provides proof of delivery has been eliminated for Cards recovered at an ATM.

### Effective Date

12 July 2012

### Regulation Changes

Added or revised the following:

Chapter 8: Risk Management

- Recovered Card Procedures - U.S. Region
- Recovered Card Return Procedures

Chapter 10: Pricing, Fees and Interchange

- Fee Collection Dispute Resolution - U.S. Region

ID#: 151012-010100-0027441

# A2783

## Visa International Operating Regulations

---

### **BankruptcyPredict Sunset**

#### **Background**

The Operating Regulations have been updated to support the discontinuation and migration of BankruptcyPredict, a U.S. subscription-based risk service that provided consumer scoring to predict the likelihood of bankruptcy.

#### **Effective Date**

1 August 2012

#### **Regulation Changes**

Added or revised the following:

Chapter 2: Visa System Participation

- Indemnifications Related to BankruptcyPredict Service - U.S. Region

Chapter 5: Visa Products and Services

- Subtopic: BankruptcyPredict Service - U.S. Region

Glossary

- BankruptcyPredict Service - U.S. Region

ID#: 151012-010100-0027442

### **Elimination of Requirement for Chip Data in Clearing Record**

#### **Background**

To facilitate the migration to Chip Card acceptance in the U.S. Region, the Operating Regulations have been revised to exclude Acquirers and Merchants in the U.S. Region from the requirement to supply Chip data in the Clearing Record of a Transaction, if the corresponding Authorization Request was approved Online.

#### **Effective Date**

13 October 2012

#### **Regulation Changes**

Added or revised the following:

# A2784

## Visa International Operating Regulations

---

### Chapter 9: Dispute Resolution

- Chargeback Conditions - Reason Code 71
- Chargeback Rights and Limitations - Reason Code 72
- Invalid Chargebacks - Reason Code 62

### Glossary

- Full-Chip Data - U.S. Region

ID#: 151012-010100-0027443

## Modification of Minimum ATM Cash Disbursement Requirements for Issuers

### Background

To help minimize risk within the payment network and facilitate service to lower-income, higher-risk consumers and small businesses, revisions to the Issuer requirement to provide a minimum daily Cash Disbursement amount of US \$200 via an ATM were made to allow Issuers to set lower cash limits of US \$200 or 10% of the credit line, whichever is less. This revision is applicable to consumer and commercial credit programs only, not debit programs. Approval of Cash Disbursement Transactions via an ATM, in any amount, will remain subject to the Issuer's Transaction approval criteria.

### Effective Date

12 July 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- ATM Cash Disbursement Requirements

ID#: 151012-010100-0027444

## Debt Repayment Indicator Clarification

### Background

# A2785

## Visa International Operating Regulations

---

To avoid confusion among debt repayment Merchants, the U.S. Regional Operating Regulations have been revised to clarify that the debt repayment indicator must be used for all payments of existing debt, regardless of whether or not the payment is submitted under the Visa Debt Repayment Program. The revisions further clarify that a Merchant that processes debt repayment Transactions but does not participate in the Visa Debt Repayment Program must be registered as a Limited Acceptance Merchant and properly assigned Merchant Category Code 6012, "Financial Institutions - Merchandise and Services," or 6051, "Non-Financial Institutions - Foreign Currency, Money Orders (not Wire Transfer), Travelers Cheques."

### Effective Date

29 June 2012

### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Merchant Requirements for Debt Repayment Program - U.S. Region
- Merchants Not Participating in Debt Repayment Program - U.S. Region

ID#: 151012-010100-0027445

## Visa Advanced ID Solutions Updates

### Background

The U.S. Regional Operating Regulations have been revised to update the definition of Visa Advanced ID Solutions and remove obsolete references to "Fraud Intelligence" and "Debit Report" by Fidelity Information Services (FIS) as these reports are no longer available. In addition, references to MasterCard support of the Issuer's Clearinghouse Service (ICS) have been deleted as MasterCard terminated its participation in ICS.

### Effective Date

1 August 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Fidelity Information Services Use Limitations - U.S. Region
- Fidelity Information Services Use Prohibitions - U.S. Region
- Issuers' Clearinghouse Service Data Reporting - U.S. Region

# A2786

## Visa International Operating Regulations

---

- Issuers' Clearinghouse Service Participation - U.S. Region
- Visa Advanced ID Solutions Member Prohibitions - U.S. Region
- Visa Advanced ID Solutions Member Requirements - U.S. Region

### Glossary

- Credit Bureau - U.S. Region
- Fidelity Information Services - U.S. Region
- Visa Advanced ID Solutions - U.S. Region

ID#: 151012-010100-0027446

## Interchange Reimbursement Fee (IRF) Compliance Rules Clarification

### Background

To help streamline the process for resolving Member errors in the calculation of Interchange Reimbursement Fees (IRF), the Operating Regulations have been revised to consolidate the procedural requirements for the IRF Compliance process into a new extension document, the Interchange Reimbursement Fee Compliance Process Guide, and to re-organize and make minor revisions to the IRF Compliance rules.

### Effective Date

13 October 2012

### Regulation Changes

Added or revised the following:

#### Chapter 9: Dispute Resolution

- Interchange Reimbursement Fee Compliance Appeal Filing Requirements
- Interchange Reimbursement Fee Compliance Eligibility
- Interchange Reimbursement Fee Compliance Request Denial
- Interchange Reimbursement Fee Pre-Compliance
- Intercompany Interchange Reimbursement Fee Compliance Process Introduction
- IRF Compliance Filing
- IRF Compliance Screening
- Transaction Aggregation Limit

### Appendices

- Extensions - Fees and Interchange

# A2787

## Visa International Operating Regulations

---

### Glossary

- Interchange Reimbursement Fee (IRF)
- Interchange Reimbursement Fee (IRF) - U.S. Region
- Intercompany Interchange Reimbursement Fee Compliance Process
- IRF Compliance

ID#: 151012-010100-0027447

## Optimization of Chargeback Process for Compelling Evidence

### Background

To help improve the effectiveness of the Visa dispute resolution process and to clarify the meaning and applicability of "compelling evidence," the Operating Regulations have been revised to define the term, "Compelling Evidence," to specify the allowable forms of "Compelling Evidence," and to clarify the use of "Compelling Evidence" in Representments.

### Effective Date

20 April 2013

### Regulation Changes

Added or revised the following:

#### Chapter 9: Dispute Resolution

- Documentation - Reason Code 81
- Pre-Arbitration Conditions
- Representation Documentation
- Representation Processing Requirements - Reason Code 30
- Representation Processing Requirements - Reason Code 53
- Representation Processing Requirements - Reason Code 81
- Representation Processing Requirements - Reason Code 83
- Use of Compelling Evidence

### Glossary

- Compelling Evidence

ID#: 151012-010100-0027448



# A2788

## Visa International Operating Regulations

---

### Refinements to Dispute Resolution Rules

#### Background

To help streamline the Chargeback process and better align dispute requirements globally, the Operating Regulations have been revised to eliminate Chargeback Reason Code 60, "Illegible Fulfillment" and Retrieval Request Reason Code 29, "Travel & Entertainment (T&E) Document Request." Additional changes have been made to streamline and better align dispute resolution rules language globally.

#### Effective Date

13 October 2012

20 April 2013

#### Regulation Changes

Added or revised the following:

Chapter 9: Dispute Resolution

- Subtopic: Reason Codes
- Calculation of Representment Time Limit
- Illegible Fulfillment - Unable to Provide Legible Transaction Receipt Copy
- Pre-Arbitration Conditions
- Pre-Arbitration Response - ATM Disputes
- Request for Transaction Receipt Copy and Substitute Transaction Receipt
- Retrieval Request and VisaNet Copy Request and Fulfillment Fees
- Transaction Receipt Fulfillment Exceptions
- VisaNet Copy Request and Fulfillment Service Fees - U.S. Region

ID#: 151012-010100-0027449

### Updates to the Extensions to the Visa International Operating Regulations

#### Background

# A2789

## Visa International Operating Regulations

---

Revisions to the *Visa International Operating Regulations* have been made to streamline references and language related to the Extensions. These include the removal of the Extensions lists from the appendices, changes to ensure that all Extensions are referenced in a rule, new defined terms to reference groups of related documents, clarifications and updated Extension references, and the removal of obsolete documents and references. The list of Regulation Changes below is not a complete list of impacted rules. Only rules with more significant revisions are listed.

### Effective Date

15 October 2012

### Regulation Changes

Added or revised the following:

#### Chapter 1: Visa Operating Regulations Governance

- Authority of Other Publications

#### Chapter 5: Visa Products and Services

- Access to Visa IntelliLink Compliance Management
- Cardholder Name on Contactless Payment Chip - U.S. Region
- iCVV on Chip Cards
- Strategic Bankruptcy Solutions Additional Information - U.S. Region
- Strategic Bankruptcy Solutions Information Requirements - U.S. Region
- Visa Buxx Card Issuer Implementation Requirements - U.S. Region
- Visa Commercial Card Enhanced Data - Canada Region
- Visa Commercial Solutions Data and Reporting Tools Participation
- Visa Consumer Card Issuer ATM Requirements - U.S. Region
- Visa Contactless Payment Program Participation - U.S. Region
- Visa Extras Requirements - U.S. Region
- Visa Payables Automation
- Visa Transaction Alerts Service Participation Requirements
- Visa Vale Program Requirements - LAC Region

#### Chapter 6: Payment Acceptance

- Acquirer Contactless Program Requirements - U.S. Region
- Chip-Reading Device General Requirements - CEMEA Region
- Contactless Payment Processing - U.S. Region
- Proximity Payment Transaction Compliance

# A2790

## Visa International Operating Regulations

---

### Chapter 7: Transaction Processing

- Member Requirements for Visa Extended Access
- Visa Extended Access - CEMEA Region

### Chapter 8: Risk Management

- dCVV for Contactless Payment Program - U.S. Region
- PIN as Cardholder Verification Method in Australia – Acquirer Requirements – AP Region
- PIN as Cardholder Verification Method in New Zealand – Acquirer Requirements – AP Region

### Glossary

- EMV Integrated Circuit Card Specifications for Payment Systems (EMV)
- Extension
- Fee Guide
- Global Customer Assistance Services Guide
- Preauthorized Payment Cancellation Service Guides
- Strategic Bankruptcy Solutions Documents
- Verified by Visa Implementation Guide
- Visa Account Updater Documents
- Visa Contactless Payment Service Specifications - AP Region
- Visa Contactless Payment Specification
- Visa File Exchange Service Documents
- Visa Healthcare Auto-Substantiation Transactions Documents
- Visa Information Management Documents
- Visa Integrated Circuit Card Specification (VIS)
- Visa Integrated Circuit Card Specification (VIS) - U.S. Region
- Visa IntelliLink Compliance Management Documents
- Visa International Prepaid Program Guidelines
- Visa Loyalty Platform Services Documents
- Visa Payables Automation Guides
- Visa Payment Controls Documents
- Visa Payroll Card Documents
- Visa TravelMoney Documents
- VisaNet Manuals

ID#: 151012-010100-0027450

# A2791

---

## Visa International Operating Regulations

---

### Mobile Merchant Acceptance - Online Authorization Mandate

#### Background

To support the growth of mobile payment acceptance the Operating Regulations have been revised to specify that Acquirers are obligated to only deploy mobile payment acceptance solutions that require Online Authorization for all Transactions. Further, the formal definition of a Mobile Payment Acceptance Solution has been added to the *Visa International Operating Regulations*.

#### Effective Date

1 October 2012

15 April 2013

#### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Mobile Payment Acceptance Solution - Acquirer Requirement

Glossary

- Mobile Payment Acceptance Solution

ID#: 151012-010100-0027451

### Electronic Format Cardholder Receipt Requirements

#### Background

Requirements for an Electronic Format Cardholder Receipt have been specified which allow Merchants to offer Cardholders the option of receiving receipts in the form of e-mail or wirelessly delivered formats, such as SMS (Short Message Service) text messages.

#### Effective Date

1 October 2012

#### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Electronic and Manual Transaction Receipts - General - U.S. Region Exhibit S
- Electronic Format Cardholder Receipt General Requirements

# A2792

## Visa International Operating Regulations

---

- Transaction Receipt Delivery Requirements
- Transaction Receipt Requirements

### Glossary

- Electronic Format Cardholder Receipt

ID#: 151012-010100-0027452

## Removal of References to RightCliq

### Background

The Operating Regulations have been revised to remove all references to Rightcliq, a service introduced to assist Cardholders when shopping and completing Visa Transactions on-line. The service has been discontinued.

### Effective Date

1 October 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- POS Balance Inquiry Service for Rightcliq Users - U.S. Region
- Visa Check Card POS Balance Inquiry Service - U.S. Region

### Glossary

- Point-of-Sale Balance Inquiry
- Point-of-Sale Balance Inquiry Service - U.S. Region
- Rightcliq - U.S. Region

ID#: 151012-010100-0027453

## AP Region Major Topics

### Japan Domestic Dispute Rules

#### Background

New Operating Regulations were implemented in the *Visa International Operating Regulations* to replicate and formalize the current dispute resolution process used in Japan.

# A2793

## Visa International Operating Regulations

---

### Effective Date

1 August 2013 through 31 December 2016

1 August 2013 through 31 January 2014

### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Japan Visa Easy Payment Service Transaction Merchant Category Codes - AP Region

Chapter 9: Dispute Resolution

- Chargeback and Representment for a Transaction in Japan - AP Region
- Request for Transaction Receipt Copy in Japan - AP Region
- Retrieval Request and Fulfillment Requirements in Japan - AP Region

ID#: 151012-010100-0027454

## Visa Account Updater in Australia and New Zealand

### Background

The Operating Regulations have been revised to remove the requirement for Members in Australia and New Zealand to participate in the Visa Account Updater Service and aligned with the optional participation requirements in the *Visa International Operating Regulations*.

### Effective Date

28 June 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Visa Account Updater Service Participation – AP Region

ID#: 151012-010100-0027455

## Clearing Timeframes for Domestic Visa Transactions Conducted at Automated Fuel Dispensers in Malaysia

### Background

# A2794

## Visa International Operating Regulations

---

Revisions to the Transaction Receipt Deposit time limits and Transaction Receipt processing time limits were made for Malaysia to support the Malaysia central bank's request. For all Malaysia domestic Visa Transactions originating at Automated Fuel Dispensers:

- The Merchant Transaction Deposit time limit is lowered to 1 business day from the Transaction Date, and is expanded from Transactions conducted with Visa debit only Cards to all Visa Cards
- The Transaction Receipt processing time limit is lowered to 2 calendar days from the Transaction Date, excluding local non-processing days, and is expanded from Transactions conducted with Visa debit only Cards to all Visa Cards
- The right to charge back for Reason Code 74, "Late Presentment" which was previously given to Issuers in Malaysia, if the Visa debit Transaction originating at an Automated Fuel Dispenser is cleared after 6 calendar days from the Transaction Date, is expanded to all Visa Card Transactions originating at Automated Fuel Dispensers

### Effective Date

1 May 2012

### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Transaction Receipt Deposit Time Limits in Malaysia - AP Region

Chapter 7: Transaction Processing

- Transaction Receipt Processing Time Limits in Malaysia - AP Region

Chapter 9: Dispute Resolution

- Chargeback Rights and Limitations - Reason Code 74

ID#: 151012-010100-0027421

## Removal of the Domestic Liability Shift Variance for Japan

### Background

The Operating Regulations were revised to remove the previously granted variance to the EMV Liability Shift participation requirements in the *Visa International Operating Regulations* for domestic Transactions in Japan.

### Effective Date

1 October 2015

### Regulation Changes

# A2795

## Visa International Operating Regulations

---

Added or revised the following:

Chapter 5: Visa Products and Services

- EMV Liability Shift Participation

ID#: 151012-010100-0027456

### Domestic Transactions Conducted at Automated Fuel Dispensers in Japan

#### Background

The Operating Regulations were revised to allow an Automated Fuel Dispenser Merchant in Japan to obtain a Status Check Authorization for all domestic Magnetic Stripe-read and Chip-initiated Transactions less than or equal to 15,000 JPY.

#### Effective Date

1 August 2013

#### Regulation Changes

Added or revised the following:

Chapter 6: Payment Acceptance

- Automated Fuel Dispenser Authorization Options

Chapter 9: Dispute Resolution

- Chargeback Rights and Limitations - Reason Code 72

ID#: 151012-010100-0027457

### Canada Region Major Topics

#### Implementation of Visa Business Debit in Canada

##### Background

New Operating Regulations have been introduced to the Canada Regional Operating Regulations to regulate the issuance requirements for Visa Business Debit Cards. The Visa Business Debit Card is a commercial solution that complements the suite of business products in Canada, and is intended to provide an alternative payment option for small businesses, which includes opening up new opportunities for international Transactions in the Card Not Present environment.



# A2796

## Visa International Operating Regulations

---

### Effective Date

14 June 2012

### Regulation Changes

Added or revised the following:

#### Chapter 5: Visa Products and Services

- Subtopic: Visa Business Debit
- Provisional Credit - Canada Region
- Visa Debit BIN Requirements – Canada Region
- Withholding of Provisional Credit - Canada Region

#### Chapter 6: Payment Acceptance

- Failure to Comply with Visa Debit Processing Requirements - Canada Region
- Honor All Cards - Canada Region
- Visa Credit Cards Issued by Canada Issuers - Canada Region
- Visa Debit Acceptor Agreement Requirements - Canada Region
- Visa Debit Acquirers - Canada Region
- Visa Debit Acquirers Compliance Program - Canada Region
- Visa Debit Cards Issued by Canada Issuers - Canada Region
- Visa Debit Transaction Authorization Requirement - Canada Region

#### Glossary

- Visa Business Debit Card - Canada Region
- Visa Credit Card - Canada Region
- Visa Debit Acceptor - Canada Region
- Visa Debit Category - Canada Region
- Visa Debit Transaction - Canada Region

ID#: 151012-010100-0027458

### Removal of the Authorization of Chip Fallback Transaction Regulation

#### Background

# A2797

## Visa International Operating Regulations

---

To provide greater flexibility to Issuers in Canada to respond to Authorization requests for Fallback Transactions, the rule requiring Issuers to decline all Authorization requests for Fallback Transactions has been removed. This rule is no longer applicable as Issuers have the ability to respond to Authorization requests for Fallback Transactions at their discretion.

### Effective Date

1 October 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Authorization of Chip Fallback Transactions - Canada Region

ID#: 151012-010100-0027459

## CEMEA Region Major Topics

### Visa Signature Expansion

#### Background

The CEMEA Regional Operating Regulations have been revised to allow qualifying Issuers in the CEMEA Region to issue Visa Signature Cards without prior written permission from Visa. Visa Signature Card Issuers will be subject to the requirements in the *Visa International Operating Regulations* and the *Visa Signature Card Product Guide – CEMEA Region*.

### Effective Date

1 September 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Visa Signature Card Annual Retail Sales Volume Requirements – CEMEA Region
- Visa Signature Card BIN Reclassification – CEMEA Region
- Visa Signature Card BIN Requirements – CEMEA Region
- Visa Signature Card Core Services – CEMEA Region
- Visa Signature Card Issuance - CEMEA Region

# A2798

## Visa International Operating Regulations

---

- Visa Signature Card Issuance Requirements – CEMEA Region
- Visa Signature Concierge Service – CEMEA Region
- Visa Signature Customer Service Standards – CEMEA Region
- Visa Signature Emergency Payment Authorization Service – CEMEA Region
- Visa Signature Marketing Materials – CEMEA Region
- Visa Signature Privileges Program – CEMEA Region
- Visa Signature Reporting Requirements – CEMEA Region

ID#: 151012-010100-0027460

### Visa Rewards Product

#### Background

Operating Regulations are being introduced in the CEMEA Region to support the Visa Rewards Product. The Visa Rewards Product is a rewards-focused benefits product that can only be issued by qualifying Issuers to qualifying Cardholders who value rewards over traditional benefits.

#### Effective Date

14 June 2012

#### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Visa Rewards Product – CEMEA Region
- Visa Rewards Product BIN Requirements – CEMEA Region
- Visa Rewards Product Issuer Requirements – CEMEA Region

#### Glossary

- Visa Rewards Product – CEMEA Region

ID#: 151012-010100-0027461

### LAC Region Major Topics

#### Visa Corporate Debit Card

#### Background

# A2799

## Visa International Operating Regulations

---

New rules have been introduced in the LAC Regional Operating Regulations to regulate the issuance of Visa Corporate Debit Cards. The Visa Corporate Debit Card is a commercial debit product with a suite of corporate benefits, intended to provide a means of payment for travel and entertainment business-related goods and services.

### Effective Date

14 June 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Visa Corporate Debit BIN Requirements - LAC Region
- Visa Corporate Debit Card Core Features - LAC Region
- Visa Corporate Debit Card Core Services - LAC Region
- Visa Corporate Debit Card Issuer Reporting Requirements - LAC Region

Glossary

- Visa Corporate Debit Card - LAC Region

ID#: 151012-010100-0027462

## Visa Commercial Card Data Requirements

### Background

To support Issuers in Brazil to provide additional data elements of all expenses incurred with Visa Commercial Cards issued for government use, the LAC Regional Operating Regulations have been introduced to require all Members in Brazil to enable their systems to transmit and receive additional data elements, Merchant legal name and Merchant tax identification number, in the Clearing Record of Transactions with Visa Commercial Cards participating in government programs.

### Effective Date

1 February 2013

### Regulation Changes

Added or revised the following:

# A2800

## Visa International Operating Regulations

---

### Chapter 5: Visa Products and Services

- Visa Commercial Card Transaction Data Requirements - LAC Region

### Chapter 7: Transaction Processing

- Visa Commercial Card Data Requirements - LAC Region

ID#: 151012-010100-0027463

## U.S. Region Major Topics

### Acquirer Requirement to Process Visa Debit with PIN Transactions Using the Single Message System

#### Background

The U.S. Regional Operating Regulations have been revised to require that all Visa Debit with PIN Transactions be processed as Online Financial Transactions using the Single Message System.

#### Effective Date

14 April 2012

#### Regulation Changes

Added or revised the following:

#### Chapter 7: Transaction Processing

- Visa Debit with PIN Single Message System Processing Requirement - U.S. Region

ID#: 151012-010100-0027464

### Visa Large Purchase Advantage and Changes to Visa Purchasing Large Ticket Program

#### Background

# A2801

## Visa International Operating Regulations

---

The U.S. Regional Operating Regulations have been revised to define and support a new category of Visa Purchasing product for the Commercial Payables segment, the Visa Large Purchase Advantage, and introduce a four-tiered Interchange Reimbursement Fee pricing structure for qualifying non-General Services Administration, credit, card-not-present Transactions exceeding \$10K. Also included are updates to the registration and Merchant Verification Value (MVV) requirements associated with the existing Visa Purchasing Large Ticket program as well as reorganization of existing Visa Commercial and Visa Purchasing rules to reflect proper positioning and hierarchy of the new product within the Visa Purchasing product matrix. In addition, the revisions also include a variance that exempts Visa Large Purchase Advantage Transactions from Transaction Receipt delivery and Fulfillment requirements.

A new *Visa Large Purchase Advantage Client Implementation Guide* and revisions to the *Visa U.S.A. Enhancements Rules and Regulations Guide* are included as part of this update.

### Effective Date

14 April 2012

### Regulation Changes

Added or revised the following:

#### Chapter 5: Visa Products and Services

- Commercial Card Core Feature Descriptions - U.S. Region
- Commercial Visa Product Issuer ATM Requirements - U.S. Region
- Commercial Visa Product Types - U.S. Region
- Visa Large Purchase Advantage BIN Requirements – U.S. Region
- Visa Large Purchase Advantage Issuer Requirements – U.S. Region
- Visa Large Purchase Advantage Transaction Limitations – U.S. Region
- Visa Purchasing Card Core Features - U.S. Region

#### Chapter 6: Payment Acceptance

- Transaction Receipt Delivery Requirements
- Transaction Receipt Delivery Requirements - U.S. Region 5.2.N

#### Chapter 9: Dispute Resolution

- Transaction Receipt Fulfillment Exceptions

#### Chapter 10: Pricing, Fees and Interchange

- Credit Vouchers for Visa Large Purchasing Advantage - U.S. Region
- Purchasing Card Electronic with Data Interchange Reimbursement Fee - U.S. Region

# A2802

## Visa International Operating Regulations

---

- Purchasing Card Level III (Non-Travel Service Category) - U.S. Region
- Visa Large Purchase Advantage Interchange Reimbursement Fee Qualification – U.S. Region
- Visa Purchasing Large Ticket Interchange Reimbursement Fee Qualification - U.S. Region

### Glossary

- Commercial Visa Product - U.S. Region
- Visa Large Purchase Advantage

ID#: 151012-010100-0027465

## Visa POS Solutions Program

### Background

U.S. Operating Regulation revisions were approved to introduce the Visa POS Solutions Program, an optional program that enables Merchants, working with participating Acquirers, to leverage a direct interface between the POS and VisaNet to process Authorization requests and, in the future, access new Visa value-added services. In addition, the *Visa POS Solutions Program Client Implementation Guide* and the *Visa POS Solutions Program Acquirer Merchant Activation Guide* were added as Extensions.

### Effective Date

1 April 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Visa Point-of-Sale Solutions Program Fees - U.S. Region
- Visa Point-of-Sale Solutions Program Participation Requirements - U.S. Region

### Glossary

- Visa Point-of-Sale Solutions Program - U.S. Region

ID#: 151012-010100-0027466

## Contact and Contactless Chip Updates

### Background

# A2803

## Visa International Operating Regulations

---

The U.S. Regional Operating Regulations for Chip have been revised to remove the Issuer requirement to make "No Cardholder Verification Method" the lowest priority Cardholder Verification Method supported by the Chip. In addition, to minimize interoperability issues, all new contactless Chip-Reading Devices or existing contactless Chip-Reading Devices that have undergone a significant hardware or software upgrade must successfully complete Contactless Device Evaluation Toolkit testing prior to deployment.

### Effective Date

13 September 2012

### Regulation Changes

Added or revised the following:

Chapter 5: Visa Products and Services

- Cardholder Verification Method List - U.S. Region
- Cardholder Verification Method Preferences

Chapter 6: Payment Acceptance

- Contactless Chip-Reading Device Testing Requirements - U.S. Region

ID#: 151012-010100-0027467

## U.S. Principal Member Quarterly Operating Certificate Reporting Clarification

### Background

The Operating Regulations have been revised to clarify that U.S. Sponsors of Credit Participant, issuing Credit Participant, or Debit Participant Members must report their Sponsored Members' Card volumes aggregated in separate schedules within the Principal Members' Quarterly Operating Certificate.

### Effective Date

1 January 2013

### Regulation Changes

Added or revised the following:

Chapter 2: Visa System Participation

- Registration of Sponsored Member

ID#: 151012-010100-0027468



# A2804

## Visa International Operating Regulations

---

### **Extension of Custom Payment Service (CPS) to Quasi-Cash Consumer and Business Debit Transactions**

#### **Background**

The U.S. Regional Operating Regulations have been revised to qualify certain Quasi-Cash Transactions, conducted in a Face-to-Face Environment, for the Custom Payment Service (CPS) Interchange Reimbursement Fee provided all other CPS qualification criteria are met and the Card is one of the following: Consumer Visa Check Card, a consumer Visa Prepaid Card, or a Visa Business Check Card.

#### **Effective Date**

14 April 2012

#### **Regulation Changes**

Added or revised the following:

Chapter 10: Pricing, Fees and Interchange

- CPS Ineligible Transactions - U.S. Region

ID#: 151012-010100-0027469

#### **Other Revisions**

#### **Minor Edits, Grammar, Punctuation, and Rephrasing**

The Visa International Operating Regulations is updated throughout the year and published to support new products, services and programs, and to modify existing rules to respond to changes in the electronic payments industry. Part of this update process includes incorporating minor editorial revisions to ensure consistency and clarity and to delete obsolete or redundant language and exhibits.

ID#: 151012-010100-0027470

#### **Effective Dates**

Most effective dates older than one year have been deleted.

ID#: 151012-010100-0027471

**A2805**

**THIS PAGE INTENTIONALLY LEFT BLANK.**

# A2806

## Visa International Operating Regulations

---

# About the Operating Regulations

## General Overview

### What are Operating Regulations?

#### Purpose

Visa has established regulations that are designed to minimize risks and provide a common, convenient, safe, and reliable global payment experience. The *Visa International Operating Regulations* are set and modified by Visa to support the use and innovation of Visa products and services, and represent a binding contract between Visa and all Members. The Operating Regulations do not constitute a third-party beneficiary contract as to any entity or person, nor do they constitute a contract, promise or representation, or confer any rights, privileges, or claims of any kind as to any third parties.

The *Visa International Operating Regulations* are based on consistent principles around the globe to ensure a common payment experience, while supporting region-specific and domestic regulations that allow for variations and unique marketplace needs. The *Visa International Operating Regulations* are proprietary and confidential to Visa. The *Visa International Operating Regulations* are distributed to Members for use exclusively in managing their Visa programs and must not be duplicated, published, distributed or disclosed, in whole or in part, to Merchants, Cardholders, or any other person without prior written permission from Visa.

The Visa Operating Regulations are updated regularly. You are responsible for obtaining and referring to the current content of the *Visa International Operating Regulations* on the Visa Publication Center at all times.

ID#: 050411-010410-0020308

#### General Contents

The *Visa International Operating Regulations* specifies standards that all Members must meet to operate and participate in Visa payment services, and contains:

- The International regulations applicable to all Members of Visa International and its subsidiaries
- *AP Regional Operating Regulations* applicable to Members operating in the Asia-Pacific Region, including clients of Visa Worldwide Private Ltd.
- *Canada Regional Operating Regulations* applicable to customers operating in the Canada Region
- *CEMEA Regional Operating Regulations* applicable to Members operating in the Central Europe, Middle East, & Africa Region
- *LAC Regional Operating Regulations* applicable to Members operating in the Latin America & Caribbean Region

# A2807

## Visa International Operating Regulations

---

- *U.S. Regional Operating Regulations* applicable to Members operating in the U.S. Region

Content unique to a specific region is indicated within titles, language, and system attributes.

**Note:** As a separate company, Visa Europe independently manages the publication of the *Visa Europe Operating Regulations*. Common regulations that are necessary to ensure the continued interoperability and consistency of the Visa brand, global payment transactions and system interoperability are found in both the *Visa International Operating Regulations* and the *Visa Europe Operating Regulations*.

ID#: 050411-010410-0020309

## What Do Operating Regulations Include?

### General

The *Visa International Operating Regulations* is organized according to the "Visa International Operating Regulations - Core Principles" that describes the expectations and requirements for participating in the Visa system. These Core Principles are outlined below and are also described at the beginning of each chapter. They are intended to:

- Serve as fundamental policy statements that describe the rules and processes designed to ensure the long-term value and reliability of Visa's products, system and brand
- Be presented in general terms as broad guidelines or statements of intent to guide business discussions, dealings and decisions, absent a specific rule
- Provide global consistency for the integrity of the Visa brand and system

ID#: 010410-010410-0020310

## Organization

### Operating Regulations Structure

#### Chapter Descriptions

The Operating Regulations are organized according to the "Visa International Operating Regulations - Core Principles" that describe the expectations and requirements for participating in the Visa system.

**Core Principle 1: Visa Operating Regulations Governance** - Outlines the scope and application of the *Visa International Operating Regulations*, a Member's requirement to comply with the Operating Regulations, and general fines for non-compliance.

**Core Principle 2: Visa System Participation** - Specifies minimum requirements for Members, Third Parties and VisaNet Processors, including liability and indemnification provisions.

# A2808

## Visa International Operating Regulations

---

**Core Principle 3: The Visa License** - Specifies various license, copyright and trademark provisions.

**Core Principle 4: The Visa Brand** - Specifies Member requirements for reproduction of the Visa-Owned Marks, including Card production, promotions, sponsorships and responsibilities for non-Card use of the Visa-Owned Marks.

**Core Principle 5: Visa Products and Services** - Specifies both Issuer requirements for participation in the Visa, Visa Electron and Plus programs, and Acquirers with respect to Acquirer-Merchant contracts, terminal requirements, Electronic Commerce and participation in the Visa Global ATM Program.

**Core Principle 6: Visa Payment Acceptance** - Specifies requirements for Merchants, including Transaction acceptance, special Merchant payment acceptance services and Transaction Receipt completion and processing.

**Core Principle 7: Transaction Processing** - Specifies Member requirements for payment processing, including Authorization, Clearing, and Settlement.

**Core Principle 8: Risk Management** - Specifies general security requirements, the rights and responsibilities of Visa and Members related to risk management and security, counterfeit losses, and the Visa risk management services.

**Core Principle 9: Dispute Resolution** - Governs the Transaction Receipt retrieval process, as well as a Member's attempts to resolve disputes and the processes available to the Member if its resolution efforts are unsuccessful. These processes include Chargebacks, Representments, Arbitration, and Compliance.

**Core Principle 10: Pricing, Fees and Interchange** - Specifies international fees applicable to Members, Interchange Reimbursement Fees, and procedures for collection, disbursement, and problem resolution.

**Exhibits** - Groups exhibits by topic for easy reference.

**Maximum Authorized Floor Limits** - Lists maximum authorized Floor Limits according to country.

**Defined Terms** - Lists terms used throughout the *Visa International Operating Regulations* that have a meaning beyond, or in lieu of, their dictionary meaning.

ID#: 010410-010410-0020311

# A2809

## Visa International Operating Regulations

---

## Authoring Style

### General Authoring Conventions

#### Grammar and Usage

The following conventions apply to grammar and usage throughout the *Visa International Operating Regulations*:

- "Visa" refers to any Visa Region, regional office, management or committee as applicable
- "*Visa International Operating Regulations*" refers to content from the *Visa International Operating Regulations* and all Regional Operating Regulations.
- The singular imports the plural, and the plural imports the singular. For example: "A Merchant must ...," implies that "All Merchants must..."
- Combination of Terms:
  - The term "Transaction" when combined with a Merchant type means a Transaction completed at that Merchant Outlet or Branch. For example: "Airline Transaction" means "a Transaction at an Airline."
  - The term "Cardholder" when combined with a Card product name means the Cardholder of that Card type. For example: "Visa Electron Cardholder" or "Visa Classic Cardholder"
  - Other terms may be combined in a similar manner

ID#: 010410-010410-0020313

#### Symbols and Style

In the *Visa International Operating Regulations*, special symbols and conventions are used as follows:

- Words that appear with initial capitalization have a special meaning beyond, or in lieu of, their dictionary meaning. These terms are specified in "Terms and Definitions."
- References to other documents and sections within the document are included as a hyperlink and either formatted in *italics* or enclosed within quotation marks

ID#: 060412-010410-0020314

#### Changes to the Operating Regulations

Changes to the *Visa International Operating Regulations* will be communicated and identified as part of the "Summary of Changes" for each edition.

# A2810

---

## Visa International Operating Regulations

---

Unless an effective date is specified in the text for a change to the *Visa International Operating Regulations*, all changes are effective on the publication date.

ID#: 010410-010410-0020315

## Contents Numbering

### Section Numbering

#### Unique Regulation Identifiers

Legacy alpha-numeric section numbering designed for traditional book publishing has been replaced with a unique regulation Identification (ID) code more appropriate for dynamic online publication capabilities.

The unique ID remains with each regulation for as long as the regulation remains unchanged. If modified, the regulation ID is updated to reflect the date of change, but a unique 7-digit reference number is retained to allow users to easily track the lifecycle of any given regulation. When searching by section number, or quoting a particular section within the *Visa International Operating Regulations*, the user may use or refer to the final digits in the ID sequence as the regulation number.

ID#: 050411-010410-0020316

#### Unique Identifier Format

The new regulation ID format includes the date the regulation section was published, its effective date, and a unique 7-digit reference number. The format is as follows:

(Publication date) DDMMYY - (Effective date) DDMMYY - (unique 7-digit reference #) 1234567

Sample: ID# 090909-171009-0003557

ID#: 010410-010410-0020317

**A2811**

**THIS PAGE INTENTIONALLY LEFT BLANK.**



# A2812

Visa International Operating Regulations

---

## Chapter 1: Visa Operating Regulations Governance

### Core Principle 1.1

#### The Operating Regulations

##### Binding Contract

The Visa Operating Regulations represent a binding contract between Visa and participants in the system.

ID#: 010410-010410-0007750

### Core Principle 1.2

#### Visa Management

##### Setting the Rules

Visa Operating Regulations are set and modified by Visa management to support the use of Visa products and services for all participants in the electronic payments chain. To protect the Visa system and brand, maintain its leadership position, and deliver competitive value to all system participants, Visa constantly evaluates marketplace trends, technological developments, and opportunities for greater efficiency or innovation, and modifies its rules to respond to business and technology trends.

ID#: 010410-010410-0007751

### Core Principle 1.3

#### Compliance

##### Monitoring Compliance

Visa actively and reactively monitors compliance with Visa Operating Regulations, for product, brand and technical requirements, merchant acceptance procedures, and industry-wide standards.

ID#: 010410-010410-0007752

# A2813

## Visa International Operating Regulations

---

### Core Principle 1.4

#### Consistency

##### Ensuring a Common Experience

Visa Operating Regulations are based on consistent principles around the globe to ensure a common experience, while supporting region-specific and domestic rules that allow for variations and unique marketplace needs.

ID#: 010410-010410-0007753

### Core Principle 1.5

#### Conflicts

##### Settling Conflicts

In the event of any conflict between the Visa Operating Regulations and any applicable laws or regulations, the requirements of such law or regulation will govern.

ID#: 010410-010410-0007754

### Core Principle 1.6

#### Variances and Waivers

##### Granting Variances and Waivers

Visa management may grant variances or temporary waivers to Visa Operating Regulations for unique marketplace conditions and customer needs, including emergency variances that may be granted in the event of a natural disaster.

ID#: 010410-010410-0007755

# A2814

Visa International Operating Regulations

---

## Use and Application of Bylaws and Operating Regulations

### Obligation to Comply with Bylaws and Visa International Operating Regulations

#### Visa International Bylaws (Updated)

The *Visa International Certificate of Incorporation and Bylaws* specify the minimum standards with which Members must comply unless Visa specifically grants a Variance or Waiver. Further, the *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws, Appendix E to the Canada Regional Operating Regulations*, and the *Visa Worldwide Supplementary Operating Regulations (for Asia-Pacific)* also govern their respective Members.

ID#: 151012-010410-0000342

#### Appendix E - Canada Region (Updated)

A Canada Member must comply with *Appendix E to the Canada Regional Operating Regulations*.

ID#: 151012-010410-0003767

## Use and Application of Operating Regulations

### Applicable Laws

A Member must comply with applicable laws and a Transaction must be legal in both the Cardholder's jurisdiction and the Merchant Outlet's jurisdiction. In the event of any conflict between the *Visa International Operating Regulations* and any applicable law or regulation, the requirements of the law or regulation govern. See also:

- "Cardholder Notifications"
- "Merchant Agreement"

ID#: 160312-010410-0000385

### Definition of a U.S. Domestic Transaction - U.S. Region

A Transaction is considered a U.S. Domestic Transaction if it occurs inside one of the following:

- The 50 United States, including the District of Columbia
- A U.S. military base overseas

# A2815

## Visa International Operating Regulations

---

- A U.S. embassy or consulate on foreign territory

ID#: 010410-010410-0003684

### Use of the Visa International Operating Regulations

The *Visa International Operating Regulations* are **only** to be reviewed or used in connection with the Visa payment services and must **not** be used, modified, copied, downloaded, transferred, or printed in part or in total for any other purpose without the express written permission of Visa.

The *Visa International Operating Regulations* govern the relationship between Visa and its Members and their agents. The *Visa International Operating Regulations* do not constitute a third-party beneficiary contract as to any entity or person, nor do they constitute a contract, promise, or representation or confer any rights, privileges, or claims of any kind, as to any third parties.

Visa may amend, modify, delete, or otherwise change the *Visa International Operating Regulations* at any time. Changes will be reflected in the next edition of the *Visa International Operating Regulations*.

ID#: 081010-010410-0007428

### Use and Application of the U.S. Regional Operating Regulations - U.S. Region

The U.S. Regional Operating Regulations apply only to financial institutions conducting Card issuing and Merchant acquiring activities within the U.S. Region as Members of Visa U.S.A. Inc. and their Agents. As such, the U.S. Regional Operating Regulations govern the relationship between Visa U.S.A. Inc. and its Members and their Agents.

ID#: 010410-010410-0003436

### Operating Regulation Violations - Canada Region

A Canada Member must **not** do anything to cause Visa Canada to violate the Canada Regional Operating Regulations or the *Visa International Operating Regulations*.

ID#: 010410-010410-0003760

### Obligations Imposed on Visa Canada - Canada Region

A Canada Member must perform obligations imposed on Visa Canada under the Canada Regional Operating Regulations or the *Visa International Operating Regulations* that arise out of Interchange or a Transaction resulting in Interchange, between the Member and a non-Member of Visa Canada.

ID#: 010410-010410-0003768

# A2816

## Visa International Operating Regulations

---

### Obligation to Comply with the “Code of Conduct” – Canada Region

In the Canada Region, all Members must abide by the "Code of Conduct for the Credit and Debit Card Industry" as outlined in Appendix 1 as it may be amended from time to time (the "**Code**"). Members must ensure that all participants which the Member is responsible for under the *Visa International Operating Regulations* including participants that interact, directly or indirectly with Merchants or Cardholders (including without limitation, VisaNet Processors and Third Parties) on behalf of the Member must abide by the Code.

All Members will be required, on an annual basis, to submit to Visa:

- By 31 January of each year, an officer's certificate, in the form attached as Schedule A-1, confirming their compliance with the Code.
- By 15 August of each year, a Code of Conduct Compliance Questionnaire in the form required by Visa from time to time.

A Member that fails to submit a completed officer's certificate or questionnaire as required will be subject to a penalty of CAD \$100,000 per month of non-compliance.

Visa may, in its sole discretion, charge any Member or Members, fees charged to Visa Canada by the Financial Consumer Agency of Canada with respect to compliance with the Code, where such fee is attributable to that Member or its VisaNet Processor or its Third Party.

ID#: 111011-160810-0025973

### Obligation to Comply with Operating Regulations

#### Visa International Operating Regulations Description

**Effective through 31 December 2013**, the *Visa International Operating Regulations* specify the common rules with which Members must comply when operating and participating in the Visa, Visa Electron, Visa Cash, Plus, Interlink, and Visa TravelMoney Programs, unless Visa specifically grants a variance.

**Effective 1 January 2014**, the *Visa International Operating Regulations* specify the common rules with which Members must comply when operating and participating in the Visa, Visa Electron, Plus, Interlink, and Visa TravelMoney Programs, unless Visa specifically grants a variance.

ID#: 111011-010410-0000343

### Obligation to Comply with Card Design Specifications (Updated)

Issuers must comply with the following specifications for Card design, as applicable:

- *Visa Product Brand Standards* for all Visa and Visa Electron Cards

# A2817

## Visa International Operating Regulations

---

- **Effective through 31 December 2013, Visa Cash Program Operating Regulations**

ID#: 151012-010410-0007012

### Member Responsibilities - U.S. Region

A U.S. Member must perform all obligations imposed on Visa U.S.A. Inc. under the *Visa International Operating Regulations* that arise out of Interchange or a Transaction resulting in Interchange between the Member and a Foreign Licensee.

The Member must **not** do anything to cause Visa U.S.A. Inc. to violate the *Visa International Operating Regulations*.

ID#: 050411-010210-0000349

## Local, Domestic, and Regional Operating Regulations and Private Agreements

### Regional Operating Regulations

#### Visa International Operating Regulations - Canada Region

Except as otherwise provided in the Canada Regional Operating Regulations and any Services Agreement, the provisions of the *Visa International Operating Regulations* apply to Canada Members operating in the Canada Region.

ID#: 010410-010410-0000380

### National, Group Members, and Private Agreements

#### Private Processing Arrangements Prohibition — AP Region

Private Processing Arrangements are prohibited in the AP Region for Members in Malaysia, Philippines, Singapore, Thailand and Vietnam.

ID#: 160312-010411-0026202

#### Private Arrangements Prohibition - U.S. Region

Private Arrangements are prohibited in the U.S. Region.

ID#: 010410-010410-0000384

# A2818

## Visa International Operating Regulations

---

### Extensions to the Operating Regulations

#### Publications with Equivalent Authority

##### Authority of Other Publications (Updated)

The requirements in the Extensions referenced throughout the *Visa International Operating Regulations* have the same authority as the *Visa International Operating Regulations*. They are binding upon participants in the services referenced. The *Visa International Operating Regulations* govern in the event of any inconsistency or contradiction with an Extension, unless Visa specifically grants a Variance or Waiver to the *Visa International Operating Regulations*.

ID#: 151012-010410-0007426

### Variances or Waivers to the Operating Regulations

#### Variances or Waivers - Procedures

##### Board Powers

**Effective through 7 March 2012**, Visa, by a majority vote of the directors in attendance at any meeting of the Board of Directors where a quorum is present, may adopt, amend, or repeal variances to the *Visa International Operating Regulations* to expand markets in previously uncommitted countries or to attract new Members.

ID#: 160312-010410-0000368

##### Variance Requests

**Effective through 7 March 2012**, a request for a variance to the *Visa International Operating Regulations* must be submitted to the Board of Directors for approval if the variance meets any of the following criteria:

- Undermines the integrity of the Visa brand
- Contravenes a Visa core business principle, e.g., the "honor all Cards" rule
- Impacts fee rates

All other variances, including pilot program variances, that do not meet any of these criteria are subject to approval by Visa.

ID#: 160312-010410-0000369

# A2819

## Visa International Operating Regulations

---

### Emergency Variances

**Effective through 7 March 2012**, Visa may grant a Member an emergency variance to a specific operating regulation if the Member cannot comply due to circumstances beyond its control, such as:

- Natural disasters
- Acts of war
- Government restrictions due to political unrest
- Failure of public infrastructure

ID#: 160312-010410-0000370

### Time Limit for Emergency Variances

**Effective through 7 March 2012**, an emergency variance must **not** exceed 120 calendar days without Visa consent.

ID#: 160312-010410-0000371

### Variances or Waivers to the Visa Operating Regulations

**Effective 8 March 2012**, Visa may grant a Member's request for a Variance or Waiver to a particular rule or requirement in the *Visa International Operating Regulations* or an Extension if the Member cannot comply for reasons including but not limited to:

- Member is testing a new product or service
- Member is participating in a pilot program
- Member is expanding into new market segments or countries or Visa determines a need for a Variance or a Waiver to expand acceptance, or for other purposes
- Member is unable to comply due to circumstances beyond its control, such as:
  - Natural disasters
  - Acts of war
  - Failure of public infrastructure
  - Government restrictions due to political unrest
  - Government regulation that contravenes *Visa International Operating Regulations* requirements

If a Member cannot comply due to a government regulation or applicable law that contravenes *Visa International Operating Regulations* requirements, Visa reserves the right to require proof of the specific law or regulation. If such proof is requested by Visa and the law or regulation is written in a language other than English, the Member must submit a copy of the applicable law or regulation accompanied by an English translation.



# A2820

## Visa International Operating Regulations

---

Visa reserves the right to adopt, amend or repeal any Variance or Waiver.

ID#: 160312-080312-0025926

### Variance or Waiver Submission Requirements

**Effective 8 March 2012**, a Member that cannot comply with a particular rule or requirement in the *Visa International Operating Regulations* or an Extension must submit a Variance or Waiver request<sup>[1]</sup> to Visa for approval. The request must:

- Be submitted in writing
- Be completed in English
- Specify the regulation(s) for which the Variance or Waiver is sought
- Contain full details about the nature and circumstances of the requested Variance or Waiver, including, but not limited to:
  - Scope
  - Business justification
  - Impact to Visa and all participants in the Visa system
  - Duration
  - Any other relevant information that would enable Visa to make a sound determination
- Be signed by an officer of the Member

ID#: 160312-080312-0025927

### Variance or Waiver Decision

**Effective 8 March 2012**, Visa will notify the Member in writing regarding its decision on the Variance or Waiver request.

ID#: 160312-080312-0025928

### Variance or Waiver Limitations

**Effective 8 March 2012**, each Variance or Waiver granted by Visa is unique and limited only to the specific circumstances of the individual request. A Member must not apply a previously granted Variance or Waiver to any other future programs or services nor consider a previously granted Variance or Waiver as determining the outcome of future requests.

ID#: 160312-080312-0025929

---

<sup>1</sup> A Variance or Waiver request form is available from Visa upon request.

# A2821

## Visa International Operating Regulations

---

### Confidentiality of Visa Materials

#### Confidentiality Requirements

##### Visa Confidential Materials

A Visa Member must:

- Maintain Visa Confidential information in strict confidence
- **Not** disclose any Visa Confidential information<sup>[2]</sup>
- Store and handle Visa Confidential information in such a way as to prevent unauthorized disclosure
- **Effective through 11 January 2012**, take reasonable measures to protect Visa Confidential information and treat it with at least the degree of care with which a Member treats its own confidential and proprietary information
- **Effective 12 January 2012**, take reasonable measures to protect Visa Confidential information and treat it with at least the degree of care with which a Member treats its own confidential and proprietary information, or in case of information assigned a higher classification standard, as follows:
  - For information labeled or otherwise designated as Visa Confidential – Special Handling, in accordance with Visa handling instructions, which may be delivered with its transmission or in its content
  - For information labeled or otherwise designated as Visa Confidential – PII Private, with the strongest level of protection (including encryption, or sufficient compensating controls, and limited distribution for any transmissions) applied by the Member for its highly sensitive information
- Disclose Visa Confidential information only to those employees with specific need to know

Disclosure to contractors of technical specifications is subject to "Confidentiality of VisaNet Information."

ID#: 230312-010410-0000467

##### Visa Confidential Materials - U.S. Region

**Effective through 11 January 2012**, except as specified in "Disclosure of BIN Information to Merchants - U.S. Region" a U.S. Member must:

- Prevent disclosure of any Visa confidential information to any non-Member
- Treat all Visa documents marked "Confidential" or "Visa Member Use Only" as confidential and proprietary information of Visa

---

2 A variance to this requirement applies in the U.S. Region and in U.S. Territories.

# A2822

## Visa International Operating Regulations

---

- Take reasonable measures to protect documents and treat them with at least the degree of care with which a Member treats its own confidential and proprietary information
- Disclose confidential and proprietary information only to those employees with a specific need to know

Disclosure to contractors of technical specifications is subject to "Confidential Information Disclosed to Contractors."

ID#: 160312-010410-0000504

### Confidentiality of VisaNet Information

VisaNet consists of confidential and proprietary information belonging to Visa. Each Member must take appropriate action, by agreement or otherwise, to ensure that its employees or agents with access to VisaNet are:

- Advised of the confidential and proprietary nature of these systems
- Prohibited from providing access to or disclosing these systems to any third party <sup>[3]</sup>
- Prohibited from using these systems for any purpose not authorized in the *Visa International Operating Regulations*

ID#: 010410-010410-0003669

## Visa Right to Monitor, Audit, Inspect, or Investigate

### Visa Right to Monitor, Audit, Inspect, or Investigate

#### Visa Right to Monitor, Audit, Inspect, and Investigate (Updated)

Visa may:

- Inspect the premises of a Member or its agents or Merchants at any time and charge the Member a fee for this inspection
- Conduct an investigation or onsite review at the Member's expense
- Audit the records and procedures of any Member or agents
- **Effective 13 September 2012**, perform periodic audits, at the Member's expense, to ensure that the Member, its Agents, and its Merchants are complying with the:
  - *Visa International Operating Regulations*
  - *VisaNet Manuals*
  - *PIN Management Requirements Documents*
  - *Visa PIN Security Program Guide*

---

3 A variance to this requirement applies in the U.S. Region.

# A2823

## Visa International Operating Regulations

---

Visa may audit the records and procedures of any Issuer, and Merchant with which it has contracted to sell Visa Prepaid Cards, including, but not limited to:

- Issuer shipping and storage security procedures
- Issuer procedures for issuance and distribution
- Merchant shipping and storage security procedures for Visa Prepaid Cards
- Merchant procedures for issuance and distribution of Visa Prepaid Cards

For Visa Corporate and Visa Purchasing Card Issuers, Visa may also audit the records and procedures of the Issuer and of other agents or entities participating in the Issuer's multinational programs.

- Monitor and inspect the security and quality control procedures of each Approved Manufacturer and Third-Party Personalizer
- Audit and review the premises of an Approved Manufacturer or Third-Party Personalizer without notice at any time and request a production-run sample of:
  - Visa Cards or Visa Electron Cards
  - Security features of Visa Cards or Visa Electron Cards
- Monitor an Acquirer to determine disproportionate fraud-to-sales ratios
- Conduct security inspections at any agent or Merchant location that has excessive Fraud Activity

**Effective 5 June 2012**, Visa may perform periodic audits, at the sponsoring Member's expense, to ensure that the Member's Visa Merchant Direct Exchange Merchants are complying with the:

- *Visa International Operating Regulations*
- *Visa Merchant Direct Exchange Service Description*
- VisaNet manuals
- Account Information Security Program
- PIN Management Requirements Documents

ID#: 151012-010410-0007121

### Right to Request Cards

Visa may, request a functional Visa Card, Visa Electron Card, Plus Card or access to any New Channel associated with any or all BINs owned or used by an Issuer.

Upon written request, an Issuer must:

- Provide Visa with a Visa Card, Visa Electron Card, Plus Card or access to any New Channel and its associated PIN within 30 calendar days
- Personalize the Visa Card, Visa Electron Card, Plus Card, or New Channel, as specified by Visa

ID#: 160312-130111-0026009

# A2824

## Visa International Operating Regulations

---

### **Visa Right to Monitor, Audit, Inspect or Investigate – U.S. Region (Updated)**

**Effective through 4 June 2012**, in the U.S. Region, Visa may perform periodic audits, at the Member's expense, to ensure that the Member, its Agents, and its Merchants are complying with:

- *Visa International Operating Regulations*
- VisaNet Manuals
- PIN Management Requirements Documents

ID#: 151012-140412-0026501

### **Member Rights and Obligations**

#### **Member Cooperation**

A Member or its agent, or a Merchant must cooperate fully with Visa in an investigation or onsite review. This cooperation includes providing access to the premises and to all pertinent records and releasing any information to Visa upon request.

ID#: 010410-010410-0000469

#### **Appeals**

If an Acquirer believes that an imposed condition or a specific Merchant or Sponsored Merchant prohibition is unreasonable, it may appeal to Visa.

ID#: 010410-010410-0006840

#### **Appeal Documentation and Decision**

The Acquirer must prove in its appeal that the prohibition or imposed conditions are impractical or unwarranted.

The decision of Visa is final.

ID#: 010410-010410-0007130

# A2825

## Visa International Operating Regulations

---

### General Investigation Responsibilities

#### Member Investigation of Suspected Fraud VIOR 2.1.E

A Member must comply with the *Global Visa Acquirer Fraud Control Manual*, the *Global Visa Issuer Fraud Control Manual*, and *What To Do If Compromised*, and conduct a thorough investigation of suspected or confirmed:

- Loss, theft, or compromise of Visa account or Cardholder information
- Loss, theft, or compromise of Visa account or Cardholder information by one of its agents or Merchants
- Fraud and/or laundering of a Transaction

ID#: 050411-010410-0007123

#### Prevention of Loss or Theft of Information

After completing the investigation, the Member must demonstrate its ability to prevent future loss, theft, or compromise of Visa account or Cardholder information, in accordance with the requirements of the Account Information Security Program and the Payment Card Industry Data Security Standard (PCI DSS).

ID#: 111011-110210-0025605

#### Additional Investigation (Updated)

Visa may require a Member or its agent to conduct an additional investigation. If required, the Member or its agent must:

- Cooperate fully with Visa
- Comply with the Visa investigation timeline, as specified in *What To Do If Compromised*
- Provide access to the premises involved in the investigation
- Provide Visa and/or its agent access to all applicable records, including, but not limited to:
  - Computer forensic reports
  - Network diagrams
  - Systems connected directly or indirectly to VisaNet or used to transmit, process, or store account data
- Engage a Payment Card Industry Forensic Investigator (PFI). If the Member or its agent fails to do so, Visa may engage a PFI to perform a forensic investigation and will assess all investigative costs to the Member in addition to any applicable fine.

ID#: 151012-210410-0007124

# A2826

## Visa International Operating Regulations

---

### Assistance to Other Members

A Member must assist other Members in an investigation of fraudulent activity with a Visa Card or Visa Electron Card by performing tasks such as:

- Interviewing Merchants, Sponsored Merchants, Cardholders, suspects, witnesses, and law enforcement personnel
- Obtaining handwriting samples, photographs, fingerprints, and any other similar physical evidence
- Recovering lost, stolen, or Counterfeit Visa Cards or Visa Electron Cards
- Providing information to proper authorities for the possible arrest of suspects, at the Issuer's request
- Performing any other reasonable investigative assistance
- Inspecting the facilities of credit card manufacturers, embossers, encoders, mailers, and chip embedders

ID#: 010410-010410-0007122

### Investigative Services Fee

A Member that requests investigative services of other Members must pay an investigative service fee, as follows:

- US \$50 per hour (payable in half-hour increments)
- US \$0.20 per mile for necessary travel
- Extraordinary out-of-pocket expenses

A Member that performs investigative services for other Members must prepare an itemized statement for the Member requesting the services.

ID#: 010410-010410-0008484

### Investigative Services Fee - U.S. Region

A U.S. Member performing investigative services at the request of another U.S. Member is entitled to reimbursement of the following fees:

- US \$50 per hour (payable in half-hour increments)
- Prevailing mileage rate (as permitted by the U.S. Government) for necessary travel
- Extraordinary out-of-pocket expenses

Payment must be made when an itemized statement is received from the Member providing the service.

ID#: 010410-010410-0003971

# A2827

## Visa International Operating Regulations

---

### Member Response Standards - CEMEA Region

A CEMEA Member must respond to a request from another CEMEA Member, Visa, or a law enforcement agency

ID#: 111011-010410-0002249

### Merchant Investigation Responsibilities

#### Investigation of Merchant Outlet

Visa may contact a Merchant Outlet directly and conduct an onsite investigation of the Merchant Outlet at any time.

If the Merchant fails to correct a violation identified by Visa, Visa may, for reasons such as those listed in "Visa Right to Terminate Merchant, Payment Service Provider, or Sponsored Merchant," impose conditions upon the Merchant or permanently prohibit the Merchant, or its principals, from participating in the Visa or Visa Electron Program.

ID#: 111011-010410-0007429

## Operating Regulations Compliance and Enforcement

### Fines and Penalties - General

#### Visa Right to Fine

The *Visa International Operating Regulations* contain enforcement mechanisms that Visa may use for violations of the *Visa International Operating Regulations*. The Operating Regulations also specify the procedure for the allegation and investigation of violations and the rules and schedules for fines and penalties.

Visa may levy fines and penalties as specified in the *Visa International Operating Regulations*. Visa officers will enforce these fines and penalties.

These procedures and fines are in addition to enforcement rights available to Visa under other provisions of the *Visa International Operating Regulations*, the applicable Certificate of Incorporation and Bylaws, or through other legal or administrative procedures.

ID#: 010410-010410-0007280



# A2828

## Visa International Operating Regulations

### General Fines Schedule (Updated)

The fines listed in the table below are in addition to any other fines or penalties specified in the *Visa International Operating Regulations*.

#### General Schedule of Fines

Violation	Fine
First violation of regulation	Warning letter with specific date for correction and US \$1,000 fine
Second violation of same regulation in a 12-month period after Notification of first violation	US \$5,000 fine
Third violation of same regulation in a 12-month period after Notification of first violation	US \$10,000 fine
Fourth violation of same regulation in a 12-month period after Notification of first violation	US \$25,000 fine
5 or more violations of same regulation in a 12-month period after Notification of first violation	Visa discretion
If the 12-month period is <b>not</b> violation-free and the fines total US \$25,000 or more	Additional fine equal to all fines levied during that 12-month period

ID#: 151012-010410-0000482

### Fines and Penalties Process

#### Determination of Violation

Determination of a violation of the *Visa International Operating Regulations* may be made as follows:

- Based on the response from a Member to a Notification of investigation and other available information, Visa will determine whether a violation of the *Visa International Operating Regulations* has occurred.
- The Member's failure to respond to a Notification of investigation and to provide all information requested may result in a determination that a violation has occurred.

ID#: 010410-010410-0001052

# A2829

## Visa International Operating Regulations

---

### Notification of Determination

Visa will notify a Member if it determines that a violation has occurred, or if it determines that a violation is continuing to occur, and will specify a date by which the Member must correct the violation. The Notification will advise the Member of the:

- Reasons for such determination
- Fines assessed
- Right to appeal the determination and/or the fines assessed for such violation

Visa may require a Member to submit a compliance plan to resolve the violation.

ID#: 160312-010410-0001053

### Fine Assessment

All fines imposed by Visa are fines imposed on Members. A Member is responsible for paying all fines, regardless of whether it absorbs the fines, passes them on, or increases them in billing its customer (e.g., Cardholder, Merchant). A Member must **not** represent to its customer that Visa imposes any fine on its customer.

ID#: 010410-010410-0001054

### Collection of Fines

Visa will electronically collect all fines through Visa billing statements after notifying the Member.

ID#: 160312-010410-0002449

### Allegations and Investigations

Allegations of violations of the *Visa International Operating Regulations* may be brought to Visa's attention by:

- A Member
- An Agent or a VisaNet Processor, through its registering Member
- A Visa Officer

Visa may investigate allegations of violations of the *Visa International Operating Regulations*.

ID#: 160312-010410-0007366

# A2830

## Visa International Operating Regulations

---

### Notification Response

A Member must respond to and provide information requested by Visa for a *Visa International Operating Regulations* violation that is under investigation.

The Member must submit its response and information, within the time period specified, by mail, courier, facsimile, hand, e-mail, or other electronic delivery method. The Notification response is effective when posted, sent, or transmitted by the Member or its Agent to Visa.

ID#: 160312-150211-0025974

### Fines and Penalties for Repetitive and Willful Violation

#### Repetitive Violations

Repetitive violations of the *Visa International Operating Regulations* incur heavier fines or other actions. A violation of any section qualifies as a repetitive violation only if the violating Member does not correct it by the date specified in the Notification.

ID#: 010410-010410-0003645

#### Time Period

Penalties increase for repetitive violations within any 12-month period. The 12-month period begins on the date of the most recent Notification of the violation and ends following a 12-month period free of violations of that regulation.

ID#: 010410-010410-0000478

#### Willful Violations

In addition to the fines and penalties specified in "Fines and Penalties - General," a Member found to have willfully violated the *Visa International Operating Regulations*, adversely affecting the goodwill associated with the Visa system, brand, products and services, the operation of the Visa Systems, or the operations of other Members, will be subject to a further fine. A violation is considered "willful" if the Member knew, or should have known, or its knowledge can be fairly implied, that its conduct constituted a violation of the *Visa International Operating Regulations*.

When determining the amount of a fine, in addition to the criteria above, the following will be considered:

- Type of violation
- Nature of the damage, including the amount incurred by Visa and its Members
- Repetitive nature of the violation
- Member history or prior conduct

# A2831

## Visa International Operating Regulations

---

- Effect of the assessment upon the safety and soundness of the Visa system and the Member, including the Member committing the violation
- Any other criteria Visa deems appropriate

ID#: 160312-010410-0007288

## Compliance - General

### Compliance Programs - General

Visa rights and Member obligations for specific compliance programs, specified in "Compliance Monitoring," follow the basic structure of fines described in "Operating Regulations Compliance and Enforcement."

ID#: 010410-010410-0007040

## Compliance Enforcement Appeals

### Enforcement Appeals

A Member may appeal<sup>[4]</sup> a determination of a violation or fine to Visa as follows:

- The Member's appeal letter must be received by Visa within 30 days of the Member's receipt of the Notification of the violation or fine.
- The appealing Member must submit with the appeal any new or additional information necessary to substantiate its request for an appeal.
- A fee of US \$5,000 will be assessed to the Member upon receipt of the appeal. This fee is refundable if the appeal is upheld.

Visa bases its decision on the new information provided by the requesting Member. Each Member may submit arguments supporting its position. All decisions are final and not subject to any challenge.

ID#: 160312-150211-0025975

---

4 Appeal procedures are available from Visa upon request.

# A2832

## Visa International Operating Regulations

---

### Right of Termination of Merchant or Agents

#### Visa Rights

##### Visa Right to Contact Merchant (Updated)

Visa may contact a Merchant, a Sponsored Merchant, or a Payment Service Provider directly, if warranted.

ID#: 151012-010711-0026440

##### Visa Right to Terminate Merchant, Payment Service Provider, or Sponsored Merchant (Updated)

Visa may permanently prohibit a Merchant, Payment Service Provider (PSP), Sponsored Merchant, or any other entity, or one of its principals, from participating in the Visa or Visa Electron Program for any reasons it deems appropriate, such as:

- Fraudulent activity
- Presenting Transaction Receipts that do not result from an act between a Cardholder and a Merchant or Sponsored Merchant (laundering)
- Entering into a Merchant Agreement under a new name with the intent to circumvent the provisions of the *Visa International Operating Regulations*
- Activity that causes the Acquirer to repeatedly violate the *Visa International Operating Regulations*
- Activity that has resulted in Visa prohibiting the Merchant, Sponsored Merchant, or Payment Service Provider from participating in the Visa or Visa Electron Program
- Any other activity that may result in undue economic hardship or damage to the goodwill of the Visa system

ID#: 151012-010410-0007120

##### Revocation of Merchant Privileges

Visa may fine an Acquirer that enters into a Merchant Agreement with a Merchant, Sponsored Merchant, or known principals of a Merchant that Visa has prohibited from participating in the Visa or Visa Electron Program.

ID#: 010410-010410-0005255

# A2833

## Visa International Operating Regulations

### Global Merchant Chargeback Monitoring Program - Merchant Disqualification

Visa may disqualify a Merchant that has been placed in the Global Merchant Chargeback Monitoring Program from participation in the Visa Program if the Merchant meets or exceeds the specified Chargeback ratio threshold of 2% without an effective Chargeback reduction plan, and 2 of the following levels of Chargeback activity are reached:

- Merchant's Chargeback ratio is 2 or more times the specified Chargeback ratio in a single month
- Merchant is assessed fees for 3,000 or more Chargebacks in a single month
- Merchant is assessed US \$1 million or more in Global Merchant Chargeback Monitoring Program fees

ID#: 081010-010410-0002445

### Termination of Merchant Agreement

After verifying that Visa has prohibited a Merchant or Sponsored Merchant from participating in the Visa or Visa Electron Program, an Acquirer must terminate the Merchant Agreement no later than the date specified by Visa.

If the Acquirer has not terminated the Merchant Agreement by the date specified, Visa may assess the Acquirer a fine, in an amount to be determined by the Board of Directors.

ID#: 010410-010410-0008241

### Fines for U.S. Merchant Agreement with Prohibited Merchant - U.S. Region

Visa assesses a fine to a U.S. Acquirer that enters into a Merchant Agreement with a Merchant or known principals of a Merchant that Visa has prohibited from participating in the Visa or Visa Electron Program, as specified in the table below.

#### Acquirer Fines for Merchant Agreement with a Prohibited Merchant - U.S. Region

Violation	Fine
First violation in a 5-year period	US \$10,000
Second violation in a 5-year period	US \$20,000
Third violation in a 5-year period	US \$50,000
4 or more violations in a 5-year period	At the discretion of Visa

Visa assesses an additional fine of US \$10,000 for each 30-calendar-day period, or portion thereof, during which the U.S. Acquirer fails to terminate the Merchant Agreement.

ID#: 010410-010410-0007118

# A2834

## Visa International Operating Regulations

---

### Member Obligations

#### Acquirer Responsibility for Costs

An Acquirer is responsible for all costs incurred by Visa due to the Acquirer's failure to terminate a Merchant or Sponsored Merchant. This includes attorney's fees and costs of any legal action undertaken by Visa to protect the goodwill of the Visa system or to prevent further harm to Members and Cardholders.

ID#: 010410-010410-0007117

**A2835**

**THIS PAGE INTENTIONALLY LEFT BLANK.**



# A2836

Visa International Operating Regulations

---

## Chapter 2: Visa System Participation

### Core Principle 2.1

#### Bylaws and Operating Regulations

##### Following the Rules of Participation

Financial institutions, payment data processors, and other qualified business entities may participate in the Visa system by meeting the conditions outlined in the applicable Visa Bylaws and Operating Regulations. Key information from the Visa Bylaws and Operating Regulations are outlined in these Core Principles.

ID#: 010410-010410-0007756

### Core Principle 2.2

#### Third Party Registration

##### Using a Third Party

Visa participants are generally financial institutions or other eligible businesses that issue Visa products to consumers or enroll merchants to accept Visa products for payment of goods and services. Participants may also contract with third-parties to facilitate issuing and acquiring activities, including VisaNet processors who have a direct connection to VisaNet. Participants in the Visa system agree to register VisaNet processors and third-parties that facilitate Visa activity. Participants are responsible for all errors, acts and omissions of such third-parties, including their agents and vendors.

ID#: 010410-010410-0007757

# A2837

## Visa International Operating Regulations

---

### Core Principle 2.3

#### Liabilities and Indemnifications

##### Taking Responsibility

Visa participants are solely responsible for their issuance of Visa products and acquiring of merchants to accept Visa products, including responsibility for settlement of transactions, compliance with Visa Bylaws and Operating Regulations, and ensuring that their Visa programs comply with all applicable legal and regulatory requirements. Participants indemnify Visa for claims or liabilities that arise out of their issuance of Visa products and acquiring of merchants, and broadly disclaim liability against Visa for such activities.

ID#: 010410-010410-0007758

### Membership

#### General Membership

##### Notification to Visa of Member's Country

Each Member (or its Group Member) must notify Visa in writing, at least 60 calendar days prior to commencement, of each country where the Member either:

- **Effective through 31 December 2013**, performs any Visa, Visa Electron, Visa Cash, Plus, or Visa TravelMoney Program services
- **Effective 1 January 2014**, performs any Visa, Visa Electron, Plus, or Visa TravelMoney Program services
- Uses, displays, or supplies any materials bearing a Visa-Owned Mark

These requirements are in addition to those of the *Visa International Certificate of Incorporation and Bylaws*, Section 2.10(g).

ID#: 111011-010410-0000901

# A2838

## Visa International Operating Regulations

---

### Sponsored Member

#### Penalties for Violation of the Sponsored Member Registration Program - U.S. Region

Visa assesses fines for violation of the U.S. Region Sponsored Member requirements

ID#: 111011-010410-0001316

### Member Acquisition

#### Member Acquisition Upon Regulatory Closure - Ineligible Assuming Organization - U.S. Region

In the U.S. Region, if an assuming organization is not a Member of Visa at the time of its assumption of Visa programs and is not eligible for the appropriate membership or if Visa declines its application, the organization must immediately:

- Cease all use of the Visa-Owned Marks and all other activities reserved for Members of Visa
- Cease exercising the rights and privileges reserved for Members of Visa

ID#: 111011-010100-0025753

#### Member Acquisition Upon Regulatory Closure - Assuming Organization Failure to Submit Required Materials - U.S. Region

In the U.S. Region, if the assuming organization is not a Member of Visa at the time of its assumption of Visa programs and does not submit the required "Client Licensing Application" agreement within the time frame specified in "Member Acquisition Upon Regulatory Closure - Assuming Organization Membership - U.S. Region," the assuming organization:

- Must cease all operations of the Visa programs and use of the Visa-Owned Marks
- Is liable for all losses, costs, damages, and expenses (including attorneys' fees and expenses) to Visa and its Members resulting from its unauthorized operations

ID#: 111011-010100-0025758

#### Member Acquisition Upon Regulatory Closure - Assuming Organization Membership - U.S. Region

In the U.S. Region, an assuming organization that is not a Member of Visa at the time of its assumption of Visa programs, and that is eligible for membership must:

- Submit to Visa a "Client Licensing Application" agreement within 10 calendar days after the assuming organization's assumption of the subject Visa programs

# A2839

## Visa International Operating Regulations

---

- Submit the appropriate membership materials within the time frame specified by Visa
- Meet any conditions of membership within 30 calendar days of the assuming organization's assumption of the subject Visa programs, as specified in the:
  - *Visa International Operating Regulations*
  - *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws*
- Pay all applicable fees and charges within the time frame specified by Visa

ID#: 111011-010100-0025752

### **Member Acquisition Upon Regulatory Closure - Membership Category Requirements - U.S. Region**

In the U.S. Region, if the Assuming Member is not authorized to engage in one or more of the subject assumed Visa programs, the Assuming Member must comply with **all** of the following:

- Submit the appropriate membership materials within the time frame specified by Visa
- Meet any conditions of membership within 30 calendar days of Assuming Member's assumption of the subject Visa programs, as specified in the:
  - *Visa International Operating Regulations*
  - *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws*
- Pay all applicable fees and charges within the time frame specified by Visa

ID#: 111011-010100-0025750

### **Member Acquisition Regulatory Closure - Failure to Comply - U.S. Region**

In the U.S. Region, if the Assuming Member does not comply with the obligations specified in "Member Acquisition Upon Regulatory Closure - Confirmation of Responsibilities - U.S. Region" or "Member Acquisition Upon Regulatory Closure - Membership Category Requirements - U.S. Region," Visa may, as it deems appropriate:

- Terminate all or a portion of the assumed Visa programs
- Assess fines and penalties to the Assuming Member, as specified in "General Fines Schedule - U.S. Region"

ID#: 111011-010100-0025751

### **Member Acquisition Upon Regulatory Closure - Assuming Member Responsibilities - U.S. Region**

In the event of a regulatory closure, a Member in the U.S. Region that assumes the Visa programs of a failed Member immediately assumes full liability for those Visa programs.

ID#: 081010-010100-0025748

# A2840

## Visa International Operating Regulations

---

### **Member Acquisition Upon Regulatory Closure - Confirmation of Responsibilities - U.S. Region**

In the U.S. Region, upon verification from the applicable regulatory agency that a Member has assumed the Visa programs of a failed Member institution, Visa will:

- Provide a Notification listing the Visa programs for which Visa understands the Assuming Member is liable as specified in "Member Acquisition Upon Regulatory Closure - Assuming Member Responsibilities - U.S. Region."
- Include in the Notification a request for written confirmation from the Assuming Member that it has assumed **one** of the following:
  - All of the Visa programs listed in the report
  - A specified portion of the Visa programs listed in the report
  - None of the Visa programs listed in the report

The Assuming Member must submit to Visa, within the time frame specified in the Notification, written confirmation of the Visa programs assumed.

ID#: 111011-010100-0025749

### **Quarterly Operating Certificate**

#### **Monthly Reporting - Canada Region**

A Canada Member must send the completed *Schedule I through Schedule XI* in the Canada Regional Operating Regulations to Visa for consolidation and reporting no later than the 25th of the month following each reporting period.

ID#: 010410-010410-0006335

### **Automated Clearing House Service - Principal-Type Member Information Requirements - U.S. Region**

A U.S. Principal-type Member that is required to file a Quarterly Operating Certificate and make quarterly service fee payments must submit all of the information specified in "Automated Clearing House Service Requirements - U.S. Region."

ID#: 010410-010410-0007887

# A2841

## Visa International Operating Regulations

---

### Quarterly Service Fee Collection Estimated Amount

Visa initiates a Fee Collection Transaction for an estimated amount if a Member fails to file a Quarterly Operating Certificate in a timely manner.

ID#: 111011-010410-0007888

### Quarterly Service Fee Remittance Penalties - U.S. Region

In the U.S. Region, Visa assesses quarterly service fee remittance penalties

ID#: 111011-010410-0003479

### Penalties for Nonpayment of Quarterly Service Fee

If a Member does not pay the required quarterly service fee, Visa imposes penalties, as specified in Section 3.07 of the applicable Certificate of Incorporation and Bylaws.

ID#: 111011-010410-0003480

### Reporting of Visa Transactions Not Processed through VisaNet

Interchange Transactions, On-Us Transactions, and other Transactions that are not processed through VisaNet must be reported to Visa on the Quarterly Operating Certificate, as specified in the applicable Certificate of incorporation and Bylaws.

ID#: 111011-010410-0000913

### Exchange Rates for Quarterly Operating Certificates

Each Member (or its Group Member) with non-U.S. dollar Transaction volumes must use an exchange rate provided by Visa to file Quarterly Operating Certificates. The exchange rate is calculated using a simple average of 3 monthly spot rates for the quarter. This requirement does not apply to a Canada or U.S. Member who files in either CAD or USD.

The monthly spot rates are sourced from Reuters, as shown in the "FT Guide to World Currencies," published in the *Financial Times* on the third Monday of each month. These rates are also available for reference in the Quarterly Operating Certificate application on Visa Online.

ID#: 151011-010110-0008837

# A2842

## Visa International Operating Regulations

---

### Online Submission and Electronic Signature

#### Use of Electronic Signature (Updated)

With the exception of initial contractual agreements establishing rights within the Visa system such as the Membership Application, subsequent forms and requests may be submitted through Visa Online. A request submitted in accordance with the requirements constitutes an Electronic Signature and is considered binding with the same force and authority as a handwritten signature, subject only to applicable conditions and restrictions set out in Visa Online.

ID#: 151012-190209-0008098

#### Electronic Signature Applicability (Updated)

Unless instructed otherwise, a Member, VisaNet Processor, or designated Agent that has already executed and submitted an initial contractual agreement establishing rights within the Visa system and has been granted approval may submit electronically all subsequent documentation that is available on Visa Online, if the Electronic Signature requirements are satisfied, and subject to:

- Availability of the tool via Visa Online
- Applicable terms and restrictions set out in Visa Online

ID#: 151012-190209-0008100

#### Electronic Signature Enforceability (Updated)

By submitting via Visa Online, a Member, VisaNet Processor, or designated Agent:

- Attests that the submitted documentation meets the specified requirements
- Agrees that the submitted documentation constitutes a binding commitment with the same legal force and effect as a handwritten signature

ID#: 151012-190209-0008099

#### Electronic Signature Criteria (Updated)

To be valid, an Electronic Signature must:

- Be submitted via Visa Online
- Be submitted and validated on the basis of Visa Online user identification and authenticated in accordance with the procedures established by Visa
- Be authorized by the Member, or provide evidence of the Member's authorized user's intent to evidence a binding commitment via the authorized user's acceptance of the click-through notice provided on Visa Online

# A2843

## Visa International Operating Regulations

---

In addition, a Member, VisaNet Processor, or designated Agent must maintain reasonable safeguards and security controls to limit access to authorized personnel.

ID#: 151012-190209-0007626

### Acquirer Licensing

#### Penalty for Associate Member Merchant Acquiring in Russia - CEMEA Region

In the CEMEA Region, a Russian Principal Member permitting an acquiring agent to acquire Merchant Transactions without a Sponsored Merchant Acquiring License will be assessed a non-compliance fee of US \$20,000 for every 6 months or portion thereof, for each agent that fails to obtain a Sponsored Merchant Acquiring License.

ID#: 111011-010410-0024131

### Agents - Third Party and VisaNet Processors

#### General Agent Requirements

##### Agent Registration (Updated)

**Effective 1 December 2011**, an Acquirer that signs an Agent to solicit High-Brand Risk Merchants must register that Agent as high-risk with Visa, as specified in the *Visa Global Brand Protection Program Guide for Acquirers*.

ID#: 151012-011211-0026347

#### General Member Responsibilities for VisaNet Processors

A Member that has a contract with a VisaNet Processor must:

- Provide Transaction-related processing instructions directly to its VisaNet Processor
- Distribute written policies and procedures to its VisaNet Processors
- Establish a risk management program to control risks related to the use of VisaNet Processors, such as:
  - Loss of operational control
  - Service provider failure
  - Confidentiality and physical and logical security of Cardholder and Visa Transaction Information
- Verify that the principals and senior management of the VisaNet Processor have the requisite knowledge and experience to successfully perform the contracted services (except when a VisaNet Processor is a Member or special Licensee)



# A2844

## Visa International Operating Regulations

---

- Conduct from time to time a physical inspection of the business premises (except when a VisaNet Processor is a Member or special Licensee) to:
  - Verify inventory
  - Inspect operational controls
  - Monitor security standards regarding unauthorized disclosure of or access to sensitive Visa data and other payment systems

ID#: 111011-010100-0025880

### Use of an Airline Authorizing Processor (Updated)

Before implementing a direct connection to VisaNet, a Member must ensure that an Airline Authorizing Processor has either:

- Completed and submitted a VisaNet Letter of Agreement (Exhibit 5A) to Visa
- Signed a separate agreement with Visa

A Member acquiring Airline Transactions is not required to submit a VisaNet Letter of Agreement (Exhibit 5A) or a VisaNet Processor Registration and Designation/Termination form when the VisaNet Processor used by the Airline for Authorizations is an Airline Authorizing Processor.

ID#: 151012-010410-0001021

### VisaNet Processor Contracts

A Member must execute a written contract with each VisaNet Processor. The contract, to the extent permitted by applicable law, must:

- Include minimum standards established by Visa, including, but not limited to:
  - Policies
  - Procedures
  - Service levels
  - Performance standards
- Include language that:
  - Permits Visa to conduct financial and procedural audits and general reviews at any time
  - Requires VisaNet Processors to make Cardholder and Merchant information available to Visa and regulatory agencies
  - Contains a notice of termination clause
- Ensure that the VisaNet Processor will comply with:
  - *Visa International Operating Regulations*
  - Applicable laws
- Be executed by a senior officer of the Member

# A2845

## Visa International Operating Regulations

---

- Contain at least the substance of the provisions specified in “VisaNet Processor Requirements”
- Ensure that the VisaNet Processor complies with the Payment Card Industry Data Security Standard (PCI DSS)
- Ensure that all VisaNet Processors are properly registered with Visa

ID#: 111011-010100-0025879

### VisaNet Processor Systems Agreement

Visa may require a Member's VisaNet Processor to enter into an agreement directly with Visa before the delivery of any of the following:

- V.I.P. System software
- BASE II software
- Visa Extended Access <sup>[5]</sup>
- Other systems as deemed necessary by Visa

The agreement may specify terms and conditions for the use of software or equipment that Visa determines necessary to protect its proprietary rights. This provision does not require Visa to agree to this type of arrangement, nor does it give any VisaNet Processor the right to use VisaNet.

ID#: 111011-010100-0025882

### VisaNet Processor Marketing Materials

A Member must require that its VisaNet Processor:

- Uses only marketing materials approved by the Member
- Ensures that all marketing materials displaying the Visa-Owned Marks also include the Member name, which must be more prominent and in a larger font than that of the VisaNet Processor
- For Visa Prepaid Card distribution, ensures that any Website displaying the Visa-Owned Marks or offering Visa Card services clearly and conspicuously includes the Member name, which must be located within close proximity to the Visa-Owned Marks, as specified in the applicable Visa International Prepaid Program Guidelines and the *Visa Product Brand Standards*.
- Is prominently identified on the marketing materials as an agent or representative of the Member unless the Member has provided its approval to exclude its name on such marketing materials
- In the Canada Region, with the approval of the Member and provided the Acquirer Processor has entered into the form of Trademark License Agreement for Acquirer Processors as prescribed by Visa, a Member's Acquirer Processor may display certain Visa-Owned Marks on its marketing materials without the Member's name or logo in accordance with the terms of the Trademark License Agreement for Acquirer Processors (*This only applies in the Canada Region.*)

ID#: 111011-010100-0025885

---

5 This requirement does not apply to U.S. and CEMEA Members using Direct Exchange (DEX).

# A2846

## Visa International Operating Regulations

---

### Agents Used for Solicitation - U.S. Region

A U.S. Member that uses an Agent for Cardholder or Merchant solicitation must:

- Have a written agreement with the Agent, as specified in "Third Party/ISO Requirements - U.S. Region"
- Ensure that any use of the Visa Program Marks by its Agents complies with the *Visa International Operating Regulations*

ID#: 010410-010410-0001165

### Competitors as Agents - U.S. Region

A U.S. Member must **not** appoint or permit as its Agent for Cardholder or Merchant solicitation any organization, or its respective subsidiaries or affiliates, that Visa deems to be a competitor, including:

- American Express Company
- Discover Financial Services

ID#: 081010-010410-0001166

### Agent Prohibitions Related to Visa-Owned Marks - U.S. Region

An Agent of a U.S. Member must **not**:

- Permit the use of any Visa-Owned Mark by any of its own Agents
- Use any Visa-Owned Mark on any marketing material, including business cards and letterhead on stationery

ID#: 010410-010410-0001168

### VisaNet Processor Requirements

#### VisaNet Processor Registration

Any Member that uses a VisaNet Processor, whether or not the VisaNet Processor is itself a Member, must:

- Submit to Visa a *VisaNet Processor Registration and Designation/Termination* form (available on Visa Online) before using the VisaNet Processor
- Immediately notify Visa if any change occurs in the VisaNet Processor relationship, including termination, change of ownership or business function, or processor
- Complete a contract with the VisaNet Processor, as specified in "VisaNet Processor Contracts"

# A2847

## Visa International Operating Regulations

---

- Ensure that the VisaNet Processor complies with the applicable provisions of the *Visa International Certificate of Incorporation and Bylaws* and *Visa International Operating Regulations*
- Ensure that any changes to BIN relationships comply with the requirements specified in “BIN Licensing”

ID#: 111011-010100-0025870

### VisaNet Letter of Agreement for Non-Members (Updated)

Any Member that uses a non-Member as a VisaNet Processor must ensure that the non-Member submits to Visa a "VisaNet Letter of Agreement" (Exhibit 5A) before using the non-Member as a VisaNet Processor.

ID#: 151012-010100-0025871

### Liability for Activities of VisaNet Processors

A Member must accept liability for all activities, including both acts and omissions, of its VisaNet Processors, as specified in the *VisaNet Processor Registration and Designation/Termination* form.

ID#: 111011-010100-0025872

### Responsibility for Losses Caused by VisaNet Processors

A Member is responsible for any and all losses caused by its VisaNet Processor. All Members using a Clearing or authorizing VisaNet Processor, whether a Member or non-Member, are jointly and severally responsible for the proper performance by that VisaNet Processor of all the requirements of the *Visa International Certificate of Incorporation and Bylaws* and *Visa International Operating Regulations*.

ID#: 111011-010100-0025873

### Non-Member VisaNet Processor or Clearing Member Reporting

A Member that uses a non-Member VisaNet Processor or Clearing Member to process Transaction-related data must submit an annual report to Visa.

The annual report must include, at a minimum:

- Identification of the services provided by the non-Member VisaNet Processor or Clearing Member
- Products and programs supported
- BINs under which the Member's activity is processed

ID#: 111011-010100-0025874

# A2848

## Visa International Operating Regulations

---

### VisaNet Processor Independent Audit

Upon designation of a VisaNet Processor, the sponsoring Member must obtain and review an independent audit of the internal controls that support the VisaNet Processor's VisaNet interface. The audit must be conducted annually and use standard audit practices of the International Audit Standards or other regionally acceptable standards as agreed to by Visa. An audit is not required if the VisaNet Processor is a Member or special Licensee.

ID#: 111011-010100-0025878

### VisaNet Processor Requirements Related to Third Parties

A contract between a Member and its VisaNet Processor must require the VisaNet Processor to:

- Ensure that all Third Parties that use a Member's BIN are properly registered with Visa by that Member
- Notify BIN Licensees in writing and receive written approval before allowing any Third Party Agent to use a Member's BIN or granting access to Cardholder information
- Report at least quarterly to the Member and Visa any Third Parties that use its BIN

ID#: 111011-010100-0025881

### VisaNet Processor Acting as Clearing Processor

A Member must ensure that a VisaNet Processor acting as a Clearing processor:

- Provides access to Cardholder, Merchant, Sponsored Merchant, and Member data
- Withholds or redirects Settlement funds, as required by Visa

ID#: 111011-010100-0025883

### VisaNet Processor Limitations on Liability

A Member may limit its liability for the failure of a VisaNet Processor if it provides Visa with an updated *VisaNet Processor Registration and Designation/Termination* form showing that it had terminated the VisaNet Processor relationship before the failure. This form is available through either Visa Online or upon request from Visa.

Limitations of liability, as defined in "Unauthorized Use," are effective upon receipt of Member Notification to Visa.

ID#: 111011-010100-0025887

# A2849

## Visa International Operating Regulations

---

### Losses Resulting from Unauthorized Use – VisaNet Processors

For losses resulting from Unauthorized Use, Visa may collect funds from one of the following, in the order listed:

- Member that caused the loss
- VisaNet Processor that processed the Transaction, if either:
  - No Member is directly responsible for the Unauthorized Use
  - The responsible Member does not meet its financial obligations
- Members using the VisaNet Processor, if the VisaNet Processor does not meet its financial obligations

ID#: 111011-010100-0025888

### Collection of Funds from a Member or VisaNet Processor

In collecting funds owed by a Member or VisaNet Processor, Visa may take, but is not limited to, the following actions:

- Take and liquidate collateral posted by a Member or VisaNet Processor, as specified in the agreement for the posting
- After providing at least one business day's notice before the collection, either:
  - Debit the Member's or VisaNet Processor's Clearing account through VisaNet
  - Withhold amounts from payments that Visa owes to the VisaNet Processor

ID#: 111011-010100-0025889

### VisaNet Processor Payment Disputes

A Member or VisaNet Processor:

- May contest the amount collected by Visa, as specified in Section 10.03 of the *Visa International Certificate of Incorporation and Bylaws*
- Must provide written notice to Visa within 60 calendar days of the collection date, if it wishes to dispute its liability for, or the amount of, the collection
- Must not withhold payment because the Member or VisaNet Processor disputes its liability for the payment

Visa is:

- Liable only for the amount improperly collected plus interest at the prime rate in effect at the Settlement Bank used by Visa

# A2850

## Visa International Operating Regulations

---

- Not liable for collections made in error, except for intentional misconduct

ID#: 111011-010100-0025891

### Collection of Funds from a Member or VisaNet Processor - U.S. Region

A U.S. Member or VisaNet Processor must remit the total amount owed, as specified in the *Visa International Certificate of Incorporation and Bylaws* and the *Visa International Operating Regulations*.

Visa is not required to exhaust its remedies in collecting from one U.S. Member or VisaNet Processor before collecting from another Member.

If a U.S. Member or VisaNet Processor does not remit the amount owed, the Member is responsible for Visa expenses incurred in collecting the funds, including, but not limited to, costs and expenses of legal action.

A U.S. Member from which Visa collects amounts due must continue to honor its obligations to Merchants and Sponsored Merchants.

A VisaNet Processor must **not** charge a U.S. Member's Clearing account unless either:

- Visa has directed the VisaNet Processor to do so
- The Member whose account is to be charged has provided written consent for the charge and the consent does not prevent the Member from complying with the *Visa International Operating Regulations*

ID#: 111011-010100-0025890

### Third Party/ISO Requirements

#### Third Party Agent Registration Program

A Member that uses a Third Party Agent must comply with all of the requirements specified for Third Party Agents. Only a Third Party Agent that has a direct written contract with a Member may perform services on behalf of the Member. A Third Party Agent is exempt from the registration requirements specified in Third Party Agent Registration Requirements and the associated fees if it only provides services on behalf of its affiliates (including parents and subsidiaries) and those affiliates are Members that own and control at least 25% of the Third Party Agent.

ID#: 111011-010100-0025892

#### Third Party Agent Registration Requirements

To register a Third Party with Visa, a Member must:

- Use the Visa Membership Management application, available through Visa Online

# A2851

## Visa International Operating Regulations

---

- Complete the appropriate regional forms, available from the appropriate regional risk representative
- Registration must be completed before the performance of any contracted services or Transaction activity

Visa may deny or reject a Third Party Agent's registration at any time with or without cause.

ID#: 111011-010100-0025893

### Registration Requirements for Merchant Third Party Agents

A Member must register with Visa any Third Party Agent that has been engaged by any of its Merchants before the performance of any contracted services by the Third Party Agent on behalf of the Merchant.

Registration of a Third Party Agent is specific to each Member, and requires a separate registration by each Member for any Third Party Agent that:

- Uses its BIN. For a Member in the LAC Region, the registration is per Member, per country, and per agent.
- Provides contracted services on behalf of the Member or its Merchants

ID#: 111011-010100-0025894

### Third Party Agent Compliance with Due Diligence Standards

Before registering a Third Party Agent, a Member must complete, and validate compliance with, the applicable regional due diligence standards that are available through the Visa Membership Management Application Service on Visa Online or from the appropriate regional contact. Upon Visa request, a Member may be required to provide documentation to confirm compliance with regional due diligence standards.

A Member with currently registered Third Party Agents must:

- Perform an annual review of all Third Party Agents to confirm ongoing compliance with applicable regional due diligence standards available through the Visa Membership Management Application Service on Visa Online or from Visa
- Upon Visa request, provide documentation to confirm compliance with regional due diligence standards

ID#: 111011-010100-0025895



# A2852

## Visa International Operating Regulations

---

### Member Approval of Third Party Agent

A senior officer of a Member must review all documentation and approve a Third Party Agent. Approval must be based on sound business practices that will not compromise the Member or Visa, and must not be based solely on any purported limitation of the Member's financial liability in any agreement with the Third Party Agent.

ID#: 111011-010100-0025896

### Third Party Change Notification

A Member must use the Visa Membership Management Application, available through Visa Online, or the appropriate regional form to notify Visa of any change in a Third Party's principals or business relationship (including change of ownership or termination of contract). The Member must submit the notice to Visa within 5 business days of the change or knowledge of the change.

The Member must forward to Visa, via the Visa Membership Management Application or the appropriate regional form, requests for correction.

ID#: 111011-010100-0025899

### Third Party Registration Fee (Updated)

Visa assesses a registration fee and annual fee for Third Party Agents, as specified in the applicable Fee Guide. The fee for Member registration of each Third Party Agent will be charged directly to the Member, unless otherwise specified by Visa. Visa will waive the annual registration fee for the calendar year in which the agent has been registered, unless otherwise specified.

ID#: 151012-010100-0025900

### Third Party Agent Contract Requirements

A Member must execute a written contract with each Third Party Agent that performs Cardholder or Merchant solicitation and/or stores, processes, or transmits Cardholder or Transaction data on behalf of the Member. The contract, to the extent permitted by applicable law, must:

- Include minimum standards established by Visa, including, but not limited to:
  - Policies
  - Procedures
  - Service levels
  - Performance standards
- Include language that:
  - Permits Visa to conduct financial and procedural audits and general reviews at any time

# A2853

## Visa International Operating Regulations

---

- Requires the Third Party Agent to make available to Visa and regulatory agencies Cardholder and Merchant information
- Contains an appropriate notice of termination clause
- Permits Visa to determine the necessity of and impose risk conditions on the Third Party Agent
- Ensure that the Third Party Agent will comply with:
  - *Visa International Operating Regulations*
  - Applicable Visa Regional Operating Regulations
  - Applicable local laws
- Be executed by a senior officer of the Member
- Contain at least the substance of the provisions specified for Third Party Agents
- Ensure that the Third Party Agent complies with the Payment Card Industry Data Security Standard (PCI DSS) and with the *Visa International Operating Regulations*

ID#: 111011-010100-0025902

### Termination of Third Party Agent Contract

A Third Party Agent contract must include a provision allowing a Member or its Merchant to terminate a contract if the Third Party Agent participates in any of the activities described in “Prohibition of Third Party Agents from Providing Services” or the Member or its Merchant becomes insolvent.

ID#: 111011-010100-0025903

### Assignment of Liability for Third Party Agents

If a Member fails to meet its responsibilities regarding Third Party Agents, as specified in the applicable *Visa International Certificate of Incorporation and Bylaws* and the *Visa International Operating Regulations*, Visa assigns liability in the following order of precedence:

- Member from whose performance or nonperformance (including by its Third Party Agents) the loss arose
- Member, if any, that sponsored the above Member, with limitations specified in the *Visa International Certificate of Incorporation and Bylaws*, Section 2.11
- BIN Licensees of BINs used in Transactions, with limitations specified in “Liabilities and Indemnifications”
- Other BIN users, in an order determined by Visa

ID#: 111011-010100-0025904

### Losses Resulting from Unauthorized Use of Third Party Agents

For losses resulting from Unauthorized Use, Visa may collect funds from one of the following, in the order listed:

# A2854

## Visa International Operating Regulations

---

- Member that caused the loss
- Members using the Third Party Agent

ID#: 111011-010100-0025905

### Member Risk Management Responsibilities for Third Party Agents

Before contracting with a Third Party Agent, a Member must:

- Determine that the entity is financially responsible and will comply with the substance of the *Visa International Operating Regulations* and applicable law
- Comply with the Third Party Agent Registration Program

The Member must also conduct a background investigation to verify the responsibility (including, where appropriate, financial responsibility) of the principals and ensure that no significant derogatory information exists. If local laws prohibit checks (including financial reviews) on individuals, the Member must note this when registering the Third Party Agent and note what other due diligence procedures were undertaken to ensure that due diligence has been completed.

ID#: 111011-010100-0025906

### Third Party Agent On-Site Inspection

In order to register a Third Party Agent, a Member must perform an on-site inspection of the Third Party Agent's business location prior to the initial registration as part of the due diligence requirement to:

- Verify inventory, if applicable
- Review solicitation or sales materials
- Inspect operational controls
- Monitor security standards regarding unauthorized disclosure of, or access to, sensitive Visa Transaction Information and other payment systems' transaction information

Visa may conduct an on-site inspection of any Third Party Agent to validate its compliance with the applicable security requirements.

ID#: 111011-010100-0025907

### Third Party Agent Reference File Query Requirement

A Member must review the Visa Membership Management Application or the appropriate regional form each time the Member signs a Third Party Agent to confirm if another Member has discontinued its relationship with a Third Party Agent. Visa refers the inquiring Member to the Member with the former relationship for further information, but the Member with the former relationship is not obligated to disclose information to the inquiring Member.

# A2855

## Visa International Operating Regulations

---

Visa will not provide an inquiring Member with details of a Third Party Agent's existing relationships with other Members, nor with the Members' identities.

Registration of a Third Party Agent does not represent confirmation by Visa of the Third Party Agent's compliance with any specific requirement.

ID#: 111011-010100-0025908

### Member Requirements for Third Party Agents

A Member using a Third Party Agent must:

- Control the approval and review of Merchants, approval of Cardholder applications, and establishment of Merchant fees for Transactions
- Maintain a file on the Third Party Agent that includes records of all applicable due diligence and retain this file, with the reason for discontinuance, for a minimum of 2 years following the discontinuance of the Third Party Agent relationship
- Guarantee that it and the Third Party Agent will comply with Third Party Agent requirements and "Account and Transaction Information Security"
- Identify each Third Party Agent and designate the activities that it is authorized to perform on the Member's, or the Member's Merchant's, behalf
- Ensure that the Third Party Agent has access to and uses the information contained in the current *Visa Interchange Directory*, if the Member uses the Third Party Agent for processing any of the following:
  - Chargebacks
  - Arbitration cases
  - Compliance cases
  - Authorizations
  - Referrals
  - Fraud reporting cases
  - Settlement
- Advise the Third Party Agent that:
  - Such organization or individual must not represent registration in the Third Party Registration Program as Visa endorsement of its services
  - Registration of a Third Party Agent is specific to each Member, and requires a separate Third Party Agent registration process for each Member business relationship
- Accept responsibility for any and all losses caused by its Third Party Agent

ID#: 111011-010100-0025909

# A2856

## Visa International Operating Regulations

---

### Member Responsibilities for Third Party Agents

A Member is responsible for all Card activities associated with Visa products and services, whether performed directly or indirectly by the Member or any Third Party Agent. The Member must, at a minimum, guarantee that:

- Its Merchants are paid for proper acceptance of a Card
- Payments received from Cardholders are applied for the purpose for which they were remitted

These obligations must not be waived, abrogated, or superseded in any manner.

ID#: 111011-010100-0025910

### Third Party Agent Reporting

A Member must, upon Visa request, submit the detailed quarterly report in the form provided by Visa, regarding the activities and services of each Third Party Agent doing business on its behalf. The quarterly report must be signed by an authorized officer.

Visa may assess a fine if the Member fails to provide this information within 30 calendar days from the end of each quarter.

ID#: 160312-010100-0025911

### Third Party Agent Responsibility for Providing Information

Unless prohibited by local law, if a Member, Visa, its designees, or any regulatory agency requests Cardholder or Merchant information, a Third Party Agent must provide the information in writing as soon as possible, but no later than 7 business days from receipt of a request. If local law prohibits providing the information, the Third Party Agent must note the exception when the original request is submitted. Requests may include information of any type, including any of the following:

- Organizational structure
- Employee information
- Sales-related data
- Financial information
- Transaction data

ID#: 111011-010100-0025912

### Third Party Agent Solicitation and Marketing Materials

A Member must ensure that a Third Party Agent:

# A2857

## Visa International Operating Regulations

---

- Uses only solicitation materials, such as advertisements, stationery, business cards, sales brochures, and Website promotional content approved by the Member, as specified in the *Visa Product Brand Standards*
- Uses only solicitation materials that prominently identify the registering Member
- Complies with the substance of *Visa International Operating Regulations* regarding any permitted use of the Visa Program Marks

ID#: 111011-010100-0025913

### Required Member Identification in Solicitation and Marketing Materials

If a Third Party Agent uses solicitation and marketing materials displaying the Visa-Owned Marks, a Member must ensure that:

- The Member is prominently identified by name and city, in which the headquarters is located, adjacent to the Visa-Owned Marks
- Subsequent Cardholder or Merchant Agreement is between the Member and the individual Cardholder or Merchant
- If Cardholder solicitation material, the Member, not the Third Party Agent, is the Issuer of the Card
- The material does not identify the Third Party Agent, unless such organization or individual is prominently identified as a representative of the Member, as specified in the *Visa Product Brand Standards*

ID#: 111011-010100-0025914

### Use of Visa Marks on Third Party Agent Materials

A Member must not permit the use by a Third Party Agent of any Visa-Owned Mark on marketing materials, such as business cards and letterhead on stationery, as specified in the *Visa Product Brand Standards*.

A Third Party Agent must present itself to all current and prospective Cardholders and Merchants under the Trade Name or "doing business as" (DBA) name registered with the Member.

ID#: 111011-010100-0025915

### Transaction Information Security for Third Party Agents

A Member must ensure that all Third Party Agents with access to account or Visa Transaction Information comply with Visa Transaction Information security requirements.

ID#: 111011-010100-0025916

# A2858

## Visa International Operating Regulations

---

### Disclosure of Account or Visa Transaction Information

A Member, in the event of the failure, including bankruptcy, insolvency, or other suspension of business operations, of one of its Third Party Agents, must ensure that the Third Party Agent does not sell, transfer, or disclose any materials that contain Cardholder Account Numbers, personal information, or other Visa Transaction Information to any other entity. The Member must ensure that its Third Party Agent either:

- Returns this information to the Member
- Provides to the Member acceptable proof of secure destruction of this information

ID#: 111011-010100-0025917

### Prohibition of Third Party Agents from Providing Services

Visa may permanently prohibit a Third Party Agent and its principals from providing services with respect to Visa products for good cause, such as:

- Fraudulent activity
- Activity that causes the Member to repeatedly violate the *Visa International Operating Regulations*
- Operating in an unsound, unsafe manner
- Any other activities that may result in undue economic hardship or damage to the goodwill of the Visa system, if the Third Party fails to take corrective action

ID#: 111011-010100-0025918

### Acquirer Eligibility – Third Party Agent – U.S. Region

Before entering into a Merchant Agreement with Third Party Agent, a U.S. Acquirer must:

- Be in good standing in all Visa risk management programs
- Meet the Acquirer Tier 1 capital requirement of US \$100 million

ID#: 111011-010100-0025898

### Third Party Agent Operational Review – U.S. Region

In the U.S. Region, a new or existing Acquirer that does not have the necessary capital, as specified in “Acquirer Eligibility - Third Party Agent - U.S. Region,” must undergo an Acquirer Risk Program Operational Review before approval of its first Third Party Agent registration for soliciting Merchants. The cost of the Operational Review is the responsibility of the Acquirer.

ID#: 151011-010100-0025897

# A2859

## Visa International Operating Regulations

---

### Use of Third Party Agents by a Participant-Type Member – U.S. Region

A U.S. Participant-Type Member must not use a Third Party Agent unless authorized, in writing, by its Sponsor. The Sponsor must notify Visa of this authorization.

ID#: 111011-010100-0025919

### Card Manufacturers and Personalizers

#### Issuer Standards for Approved Manufacturers, Approved Personalizers, and Approved Fulfillment Vendors

An Issuer that does not perform its own manufacturing, personalization, and/or fulfillment must:

- Use an Approved Manufacturer to manufacture or print Visa Products
- Ensure that the Approved Manufacturer is posted on the *Visa Approved Card Vendor List* or approved by Visa and complies with the most current version of the *Global Physical Security Validation Requirements for Card Vendors*
- Use an Approved Personalizer to personalize Visa Products unless using an Instant Card Personalization Issuance Agent or another Issuer (an Issuer performing personalization through an Instant Card Personalization Issuance Agent or another Issuer must comply with the requirements specified in "Visa Product Personalization - Issuer Requirements")
- Ensure that the manufacturing, embossing or printing, and encoding of all Visa Products comply with the most current version of the *Visa Product Brand Standards* and *Payment Technology Standards Manual*
- Ensure that the Approved Personalizer is posted on the *Visa Approved Card Vendor List* or approved by Visa and complies with the most current version of the *Global Physical Security Validation Requirements for Card Vendors* and *Global Logical Security Validation Requirements for Card Personalization Vendors*
- Use an Approved Fulfillment Vendor to package, store, or ship Visa Products unless using a Distribution Channel Vendor for pre-manufactured, commercially ready Visa Products (an Issuer performing fulfillment through a Distribution Channel Vendor must comply with the requirements specified in "Issuer Standards for Distribution Channel Vendors")
- Ensure that the Approved Fulfillment Vendor is posted on the *Visa Approved Card Vendor List* or approved by Visa and complies with the most current version of the *Visa Global Physical Security Validation Requirements for Data Preparation, Encryption Support and Fulfillment Card Vendors*
- Immediately notify Visa if the Approved Manufacturer, Approved Personalizer, and/or Approved Fulfillment Vendor is unable to complete its responsibilities
- Contract through another Issuer, an Approved Manufacturer, an Approved Personalizer, and/or an Approved Fulfillment Vendor for the production, personalization, and/or fulfillment of Visa Products
- Review completed Card products for accuracy, including embossing, printing, and encoding

ID#: 050411-010100-0025517



# A2860

## Visa International Operating Regulations

---

### Fines Related to Agents

#### VisaNet Processor Fines and Penalties

A Member using a VisaNet Processor that fails to comply with the *Visa International Operating Regulations* and *Visa International Certificate of Incorporation and Bylaws* is subject to fines and penalties as specified in "General Fines Schedule."

The combined liability of all Members for a VisaNet Processor's failure to comply must **not** be more than the fine or penalty amount for the violation involved.

Visa may assess fines resulting from the activities of a Member performing services on behalf of another Member to the:

- Performing Member
- Member for which the services are performed

The total paid by both Members must **not** be more than the fine or penalty amount for the violation involved.

Visa may impose penalties whether a Member or non-Member is performing services on behalf of another Member.

If a Member acts as a VisaNet Processor for another Member, it is considered a single entity with that other Member in determining repetitive violations.

ID#: 160312-010100-0025886

#### Third Party Agent Fines

Visa assesses fines to a Member that fails to comply with the provisions of "Use of Third Party Agents" as specified in "Fines Related to Third Party Agents." A Member is subject to fines for the failure of its Third Party Agents to comply with the substance of the Third Party Agent requirements, including nonpayment of fees to Visa.

ID#: 111011-010100-0025901

#### Fines Related to Third Party Agents

A Member that fails to comply with the Third Party Agent requirements is assessed a fine

For repeated violations in a rolling 60-month period, Visa may assess fines in addition to those specified, at management's discretion. Fines are cumulative.

ID#: 111011-010100-0025868

# A2861

## Visa International Operating Regulations

---

### Third Party Registration/Notification Fine - U.S. Region

Visa assesses an additional fine of US \$20,000 for each 30-calendar-day period, or portion thereof, during which a U.S. Member fails to:

- Register a Third Party, as specified in "Third Party Registration Program - U.S. Region"
- Notify Visa of a change, as specified in "Third Party Change Notification - U.S. Region"

If a U.S. Member repeatedly fails to comply with registration or notification requirements in a 60-month rolling period, Visa may assess the Member fines in addition to the US \$20,000 fine. Such fines may be assessed at Visa discretion and are cumulative.

ID#: 010410-010410-0003503

## Liabilities and Indemnifications

### Members and Agents

#### Liability at Merchant Outlet (New)

**Effective 5 June 2012**, to the extent that Visa is insured for the liabilities and losses specified in "General Liabilities and Indemnification Provisions," a Member is not responsible for liabilities and losses incurred in connection with the:

- Location of a VisaNet Access Point at a Merchant Outlet
- Activities of Visa employees, agents, or representatives at the Merchant Outlet

ID#: 151012-050612-0027070

### Visa Systems

#### Indemnification from Processor's Performance (New)

**Effective 5 June 2012**, any Member that designates a VisaNet Processor or other entity, whether a Member or a non-Member (including a Visa Merchant Direct Exchange Merchant), to perform activities related to VisaNet on its behalf, or other agent to perform any other services in connection with the operation of the Member's Visa-related business, indemnifies and holds Visa and its Members harmless against all Claims or Liabilities incurred by Visa and its Members arising from the VisaNet Processor's or other entity's performance or non-performance in connection with VisaNet, or other agent's performance or non-performance of services in support of Visa-related business.

# A2862

## Visa International Operating Regulations

---

This indemnification applies whether or not the performance or non-performance was in connection with services provided by the VisaNet Processor or other entity or agent to the Member, or the person responsible was, or is alleged to have been, authorized or unauthorized.

The liability of Members pursuant to this section is joint and several.

ID#: 151012-050612-0027069

### Visa Merchant Direct Exchange Merchant Indemnification (New)

**Effective 5 June 2012**, any Member that signs a Visa Merchant Direct Exchange Merchant indemnifies and holds harmless Visa against all Claims and Liabilities suffered by Visa arising from any failure by the Visa Merchant Direct Exchange Merchant to perform as specified in "Restricted Use of VisaNet," and "Software Enhancements/Modifications."

A Member is responsible for and must indemnify Visa against Claims and Liabilities for which Visa is uninsured, incurred in connection with the location of a VisaNet Access Point at a Visa Merchant Direct Exchange Merchant Outlet or the activities of Visa employees, Agents, or representatives at the Visa Merchant Direct Exchange Merchant Outlet.

ID#: 151012-050612-0027071

### Visa Programs and Products

#### Indemnification Related to Visa Payment Controls Service (New)

**Effective 20 April 2012**, a participating Member, its VisaNet Processor, or Agent indemnifies and holds harmless Visa from and against any and all Claims and Liabilities arising from the Member's, its VisaNet Processor or Agent's participation in the Visa Payment Controls, or caused by any inaccuracies, errors, omissions, or delays associated with Visa Payment Controls.

**Effective 20 April 2012**, Visa is not liable for any losses, damages, Claims, or Liabilities incurred by a participating Member, its VisaNet Processor, Agent, or its Cardholders in the event an Authorization Request for a Transaction category blocked in Visa Payment Controls is not declined.

ID#: 151012-200412-0027237

**A2863**

**THIS PAGE INTENTIONALLY LEFT BLANK.**

# A2864

Visa International Operating Regulations

---

## Chapter 3: The Visa License

### Core Principle 3.1

#### Intellectual Property

##### Visa Ownership of Intellectual Property

All participants in the Visa system recognize Visa's ownership of valuable intellectual property, including the Visa name, Visa marks, and Visa technology, and agree to protect these ownership rights and the integrity of the marks by following Visa's applicable rules in all activities, including issuing, acquiring and processing. These rules and the Visa license address appropriate use of the licensed marks, technology, software, hardware, and other valuable intellectual property in conjunction with Visa systems, products and services.

ID#: 010410-010410-0007727

### Core Principle 3.2

#### Brand and Licensed Technology

##### Using the Visa Brand and Technology

All participants in the Visa system may use the Visa brand and licensed technology to provide payment and other financial services, under the Visa brand, to customers within the geographic locations defined by Visa and as permitted by local banking regulation.

ID#: 010410-010410-0007759

# A2865

## Visa International Operating Regulations

---

### Core Principle 3.3

#### BIN Licensing

##### Obtaining a BIN

Visa participants may obtain one or more Bank Identification Numbers (BINs) from Visa for use in all Visa activities. As a BIN licensee, the participant is responsible for all activities associated with any BIN that it licenses.

ID#: 010410-010410-0007760

### Marks License

#### Marks License Grant

##### License Grant for Visa-Owned Marks

Visa grants to each Member, excluding one that is solely a Plus Program Participant, a non-exclusive, non-transferable license to use each of the Visa-Owned Marks **only** in conjunction with the applicable Visa Programs that are licensed to the Member.

ID#: 010410-010410-0008906

##### License Grant for Plus Program Marks

Visa may grant to a Member **not** otherwise licensed a non-exclusive, non-transferable license to use each of the Plus Program Marks with the Plus Program.

ID#: 010410-010410-0001122

##### License for Plus Card Acceptance - U.S. Region

Visa grants a U.S. Member that is required to display the Plus Symbol on its ATM a license to use each of the Plus Program Marks for the purpose of accepting Plus Cards at ATMs, subject to the terms and conditions of the applicable sections of the *Plus System, Inc. Bylaws and Operating Regulations*.

A U.S. Member granted such a license acknowledges that Visa owns the Plus Program Marks.

ID#: 010410-010410-0007436

# A2866

## Visa International Operating Regulations

---

### Visa Marks Ownership Acknowledgement

A Member must:

- Acknowledge that Visa owns all Visa-Owned Marks
- Agree that it will do nothing inconsistent with this ownership
- Agree that the use of all Visa-Owned Marks must be for the benefit of, and on behalf of, Visa

ID#: 010410-010410-0006463

### Denotation Requirements for Visa-Owned Marks

A Member must not use any denotation or legend of Marks registration or ownership in connection with the Visa-Owned Marks, except as required or approved by Visa. Upon request, Visa will provide a current list of both the:

- Countries in which a denotation or legend must be used
- Required denotation or legend

ID#: 050411-010410-0006464

### Registration/Ownership Denotation

A Member desiring to use a denotation or legend of registration or ownership with any proprietary Mark or Trade Name used in association with, or on the same piece as, any Visa-Owned Mark may do so only if Visa:

- Determines that this use will **not** adversely affect the rights of Visa
- Has provided written approval

ID#: 010410-010410-0007431

### Use of Visa-Owned Marks in Sponsorship Events

A Member must obtain written approval from Visa for its planned use of any Visa-Owned Mark in the sponsorship of events, including all advertising, promotions, and public relations. These rules do **not** apply to the purchase of advertising not specifically tied to sponsorship of these events.

ID#: 010410-010410-0001109

# A2867

## Visa International Operating Regulations

---

### Use of Visa-Owned Marks in Country of License

The Member may use the Visa-Owned Marks only in a country where it is licensed to do so. The written approval request must specify each country where the sponsorship activity will occur. If a Member plans sponsorship activities in any additional country at a later date, it must submit a new request.

ID#: 010410-010410-0001110

### Scope of Visa-Owned Marks Use

A Member must ensure that it uses each Visa-Owned Mark within the scope of the written approval from Visa. After Notification from Visa, a Member must correct any improper use of any of these Marks.

ID#: 010410-010410-0001114

### Infringement Proceedings Regarding Visa Marks

Unless Visa grants express consent, Visa reserves the sole right to initiate infringement proceedings or other challenges involving any use of the Visa-Owned Marks.

ID#: 010410-010410-0006462

### Visa Proprietary Rights

Members acknowledge the proprietary rights of Visa and that unauthorized or inappropriate use of the Visa-Owned Marks and Visa Brand Name may cause Visa irreparable damage or injury. Visa has the full authority to enforce all Visa regulations governing Members, Merchants, agents, and other entities using the Visa-Owned Marks and Visa Brand Name.

ID#: 010410-010410-0007432

### Sponsorships/Partnerships Including Olympics

#### Olympic Marks in Media

Use of Olympic Marks, logos, designations, and authenticating statements in any media with any Visa Program Mark must comply with the *Visa International Operating Regulations*, the *Visa Product Brand Standards*, and the current *Visa Olympic Tool Kit*.

ID#: 010410-010410-0007452



# A2868

## Visa International Operating Regulations

---

### Sponsorship Pass-Through Rights

A Member's enjoyment of pass-through rights to use the Marks and promotional materials of any organization with which Visa has signed a global partnership or sponsorship agreement, including without limitation those of the Olympics, must comply with the requirements specified in the *Visa International Operating Regulations* and supplemental documents that specify the Marks usage standards that must be maintained for that partnership or sponsorship.

A Member must **not** make any use of such pass-through rights without the prior written approval of Visa and the partner or sponsor organization.

ID#: 010410-010410-0007450

### Partnership/Sponsorship Agreement

A partnership or sponsorship agreement governs in the case of ambiguity, conflict, or inconsistency between that agreement and any *Visa International Operating Regulations*, contract, sublicense, agreement, or other arrangements between Visa and a Member, Merchant, or affiliate.

ID#: 010410-010410-0001128

### Member Use of Partnership/Sponsorship Marks

A Member participating in certain Visa Programs may use the Marks, logos, designations, and authenticating statements associated with any partnership or sponsorship, including, but not limited to:

- The International Olympic Committee
- The organizing committees of the current Winter and Summer Olympic Games
- A National Olympic committee

ID#: 010410-010410-0007454

### Olympic Marks on Cards/Decals

A Member may use the Olympic Marks on Cards and decals and with other representations of the Visa, Visa Electron, or Visa TravelMoney Program Marks in advertising and on promotional materials.

ID#: 010410-010410-0001581

### Compliance with Marks Use Guidelines

Each Member must strictly observe the guidelines for use of the partnership or Sponsorship Marks as specified in governing documents, including, but not limited to:

- *Visa International Operating Regulations*

# A2869

## Visa International Operating Regulations

---

- The current *Visa Olympic Tool Kit*

ID#: 050411-010410-0007456

### Improper Use of Sponsorship/Partnership Marks

After Notification from Visa, a Member must correct any improper use of the partnership or Sponsorship Marks.

ID#: 050411-010410-0007453

### Olympic Marks on Commercial Products - U.S. Region

Olympic Marks, logos, designations, and authenticating statements may be used on a Commercial Visa Product in the U.S. Region, provided the Member obtains prior written approval from Visa. Such uses will be permitted in limited circumstances and are subject to approval of the Olympic authorities.

ID#: 010410-010410-0006193

## BIN License and Administration

### License

#### BIN License Agreement

**Effective through 31 March 2012**, a Principal-Type or Associate-Type Member must submit a "BIN License Agreement" (available through the Visa Publication Center on Visa Online) request to Visa before using the BIN for acquiring or issuance of a Visa Card bearing the requested BIN. By completing the "BIN License Agreement" request, the Member acknowledges that it will use the requested BIN only for the purpose specified in the request. The Member must submit a revised request to reflect any change in use before the effective date of the change.

**Effective 1 April 2012**, a Principal-Type Member or Associate-Type Member must submit a "BIN License Agreement" (available through the Visa Publication Center on Visa Online) request to Visa before using the BIN for acquiring or issuance of a Visa Card bearing the requested BIN. A VisaNet Processor must submit a "BIN License Agreement" request to Visa before using the BIN for processing activities. By completing the "BIN License Agreement" request, the Member or VisaNet Processor acknowledges that it will use the requested BIN only for the purpose specified in the request. The Member or VisaNet Processor must submit a revised request to reflect any change in use before the effective date of the change, and with appropriate approval by Visa.

ID#: 111011-010410-0001220

# A2870

## Visa International Operating Regulations

---

### **BIN License Recipients**

Visa will license a BIN to a Principal-Type Member, Associate-Type Member, or a VisaNet Processor.

ID#: 111011-010410-0001246

### **BIN Jurisdiction (Updated)**

A BIN is licensed for use in a single country, except as specified in the *Visa Multinational Program Guide*, the applicable Visa International Prepaid Program Guidelines, or the International Airline Program.

ID#: 151012-080911-0026465

### **Purpose of BIN Use**

Visa licenses BINs to be used for issuing, acquiring, processing and other approved activities; the BIN Licensee must use BINs only for the purpose for which the BIN Licensee is approved, and in a country in which the BIN Licensee is licensed to perform those activities, as specified in the applicable Certificate of Incorporation and Bylaws.

ID#: 111011-010410-0001250

### **Private Label BIN Use**

If a BIN Licensee or its designated Sponsored Member uses a Visa BIN for a Private Label Card program, the Issuer or its Sponsored Member must have a written acceptance agreement directly with each merchant that accepts its Private Label Cards.

ID#: 111011-010410-0001253

## **Administration**

### **Visa Interchange Directory Update Form - Submission**

Each Member or VisaNet Processor assigned a BIN to use on Cards and through Interchange must submit a completed "Visa Interchange Directory Update Form" (available through the Visa Publication Center on Visa Online) to Visa.

If any of the required Visa Interchange Directory information changes, a Member must send a new form with any updates to Visa at least 10 business days before the effective date, for distribution to other Members and VisaNet Processors.

ID#: 160312-010410-0007725

# A2871

## Visa International Operating Regulations

---

### Plus Directory Update Form - Submission

**Effective 14 November 2011**, each Plus Program Participant or processor acting on behalf of a Plus Program Participant, that has been assigned a BIN, must submit to Visa a completed "Plus Directory Update Form."

**Effective 14 November 2011**, if any of the required *Plus Directory* information changes, a Plus Program Participant or processor must send a new "Plus Directory Update Form" with any updates to Visa at least 10 business days before the effective date for distribution to other Plus Program Participants and processors.

ID#: 160312-141111-0026665

### BIN Sale or Exchange

A BIN Licensee must **not** sell, rent, or exchange any BIN. However, Visa may, at its sole discretion, accommodate requests for BIN transfers in connection with a portfolio sale.

ID#: 111011-010410-0001238

### BIN Release Request

A BIN Licensee that no longer uses a BIN must release it to Visa by submitting a "BIN Release Request." Any BIN released back to Visa must not be used after the release effective date. The "BIN Release Request" form is available through the Visa Publication Center on Visa Online.

ID#: 151011-010410-0001239

### BIN Release Reversal

A BIN Licensee must:

- Notify its VisaNet Processors of a BIN release reversal prior to submitting the "Reversal of BIN Release Request" to Visa. The "Reversal of BIN Release Request" form is available through the Visa Publication Center on Visa Online.
- Submit a "Reversal of BIN Release Request" to reverse a previously requested BIN release

ID#: 111011-010410-0001240

### Membership Downgrade - BIN Requirement

A Principal-Type Member or Associate-Type Member that reclassifies to a Participant-Type Member must either:

- Return its licensed BINs to Visa by submitting a "BIN Release Request" (available through the Visa Publication Center on Visa Online) before the effective date of the membership change

# A2872

## Visa International Operating Regulations

---

- Transfer its licensed BINs to its Sponsor by submitting a "BIN Licensee Transfer Request" (available through the Visa Publication Center on Visa Online)

ID#: 111011-010410-0001241

### Use of Numeric ID

**Effective 1 April 2012**, to support the implementation of products, services, and tracking, Visa may assign Numeric IDs (separate to the assignment of BINs) to a Visa Member, VisaNet Processor, or Third Party Agent. Any Numeric IDs must be used only for the purposes for which they are assigned.

An assignee of a Numeric ID must only use a Numeric ID for activities for which the assignee has been approved.

A Visa Member, VisaNet Processor, or Third Party Agent assigned a Numeric ID is fully liable for all activity occurring on the Numeric ID until it is fully deleted from all Visa production systems.

An assignee of a Numeric ID is responsible for notifying Visa regarding the maintenance of the Numeric ID, including:

- Portfolio sale or transfer
- Merger or Acquisition
- Cessation of use
- Modification to service
- Change in user of the Numeric ID, if applicable

If the Numeric ID is being used for the purposes of acquiring Transactions, the assignee must comply with the requirements as specified in "BIN Release" and "Recalled BIN Responsibility."

A Member that designates a VisaNet Processor to act on their behalf must ensure the VisaNet Processor:

- Only uses the Numeric ID for the purposes for which the Numeric ID was assigned to the Visa Member
- Only submits activity on the Numeric ID associated with the assignee of the Numeric ID, or the assignee's Sponsored Member approved to share the Numeric ID
- Does not use the Member's Numeric ID for the purpose of processing, Clearing, or settling Transactions for any Member other than the assignee and its approved Sponsored Member(s)

ID#: 111011-010100-0026469

### Sponsored Member BIN Use

A Participant-Type Member must use a BIN licensed to its sponsoring Principal.

An Associate-Type Member may license its own BIN, or use a BIN licensed to its Sponsor.

# A2873

## Visa International Operating Regulations

---

A Principal-Type Member must only use a BIN for which it is the BIN Licensee.

ID#: 111011-010410-0001242

### VisaNet Processor BIN Changes

When a Member changes a VisaNet Processor or begins processing through an additional VisaNet Processor, the Member must migrate its BIN(s) from its former VisaNet Processor to the new one, unless the Member retains a processing relationship with the former VisaNet Processor.

ID#: 111011-010410-0001267

### VisaNet Processor Relationship Termination - BIN Requirement

If a Member's VisaNet Processor terminates its relationship with Visa, the Member must ensure that all of its BINs installed with that VisaNet Processor are migrated to another VisaNet Processor before the termination.

ID#: 111011-010410-0001268

### BIN Transfer to New VisaNet Processor

In the event that a Member signs an agreement with a new VisaNet Processor and migrates a BIN to it, the Member must require the new VisaNet Processor to process any Chargebacks, Representments, Retrieval Requests, billing, and other miscellaneous activity associated with Transactions originated by the former VisaNet Processor under that BIN, unless the former VisaNet Processor agrees to continue processing those items.

ID#: 111011-010410-0001269

### BIN Release

**Effective through 31 March 2012**, if Visa has recalled a BIN:

- The BIN is eligible for deletion from VisaNet six months after the latter of:
  - Expiration date on the last Card issued has passed
  - Date acquiring activities have ceased
  - Date any processing activities have ceased
- The BIN may subsequently be assigned to another Member following the deletion
- The original BIN Licensee remains liable for any exception activity related to Transactions generated on the BIN before the deletion. Settlement of such liability to Visa or Members will be conducted by Visa in conjunction with the original BIN Licensee.

**Effective 1 April 2012**, when a Member releases a BIN back to Visa:

- The BIN is eligible for deletion from VisaNet:

# A2874

## Visa International Operating Regulations

---

- Six months after the later of:
  - Expiration date on the last Card issued has passed or last date of Card usage as communicated to Cardholders
  - Date acquiring activities have ceased
- After all processing activities have ceased, if applicable
- The BIN may subsequently be assigned to another Member following the deletion
- The original BIN Licensee remains liable for any exception activity related to Transactions generated on the BIN before the deletion. Settlement of such liability to Visa or Members will be conducted by Visa in conjunction with the original BIN Licensee.
- Any Member voluntarily terminating its Visa membership cannot terminate its membership until all BIN(s) and other Numeric IDs assigned to the Member are fully deleted from all VisaNet systems
- A BIN Licensee that requests the blocking and deletion of a BIN must meet all outstanding obligations to the Cardholders and/or Merchants on the BIN before the blocking and deletion can become effective

ID#: 111011-010410-0001272

### Non-Visa-Assigned BIN Management - U.S. Region (Updated)

**Effective through 31 March 2012**, a U.S. Issuer using a non-Visa-assigned BIN in connection with a Visa service or product must:

- Ensure it has the right to provide the BIN to Visa
- Maintain the accuracy of the information relative to the BIN

ID#: 151012-081110-0026016

### Recalled BIN Responsibility

A BIN Licensee is responsible and liable for any recalled BIN until it is fully deleted from all VisaNet systems.

ID#: 111011-010100-0025578

### Cessation of BIN Authorized Usage

If a Member ceases any of the authorized usages on an existing licensed BIN, the timeframes referenced in "BIN Release" must be adhered to for removing the usage from the BIN.

ID#: 111011-010100-0025577

# A2875

## Visa International Operating Regulations

---

### Sales and Transfers

#### Notification of BIN Sale or Transfer

Members involved in a portfolio sale or transfer that results in a change of BIN Licensee or BIN User must notify Visa within 10 calendar days of the portfolio sale or transfer by submitting to Visa a "BIN Licensee Transfer Request" or a "BIN User Transfer Request." The "BIN Licensee Transfer Request" or "BIN User Transfer Request" form is available through the Visa Publication Center on Visa Online.

ID#: 111011-010410-0001243

#### Member Financial Liability During BIN Sale or Transfer

Visa holds the selling institution financially liable for all portfolio activities, in addition to payment of all applicable fees, until Visa acknowledges all required documentation.

ID#: 111011-010410-0007667

#### Portfolio Sale or Transfer Forms

Visa will make the VisaNet system changes required to accommodate portfolio sales and program transfers only after Visa receives a written request for the changes from the Member.

ID#: 111011-010410-0001258

### Mergers and Acquisitions

#### VisaNet Systems Changes Due to Merger or Acquisition

Visa will make the VisaNet system changes required to accommodate Mergers/Acquisitions only after Visa acknowledges receipt of a "BIN Licensee Transfer Request" or "BIN User Transfer Request" from the Member. The "BIN Licensee Transfer Request" and "BIN User Transfer Request" are available through the Visa Publication Center on Visa Online.

ID#: 151011-010410-0001236

#### Mergers, Acquisitions, or Restructuring Membership Qualifications

For a portfolio sale, all Visa membership qualifications must be met by the purchasing organization. Membership documentation must be submitted to Visa, as specified in the *Visa International Operating Regulations* and the applicable Certificate of Incorporation and Bylaws.

ID#: 111011-010410-0001245



# A2876

## Visa International Operating Regulations

---

### **Surviving Member Liability Due to Merger**

If Visa does not receive notification within 30 calendar days of the effective date of a Merger, Visa may take the necessary steps to process the Merger, including the transfer of all products and programs.

ID#: 111011-010410-0001257

### **Membership Status**

#### **Voluntary Membership Termination**

Before a request for voluntary membership termination will be processed by Visa, all BINs must be either:

- Fully deleted from the VisaNet systems
- Transferred to another BIN Licensee

ID#: 111011-010100-0025579

### **BIN Licensee**

#### **Responsibilities**

##### **BIN Licensee Responsibilities**

A BIN Licensee is responsible for all activities associated with any BIN that it licenses.

ID#: 010410-010410-0007652

##### **Termination of BIN Use Authorization**

If a BIN User is no longer authorized by the BIN Licensee to use its BIN, the BIN User must:

- Discontinue use of the BIN
- Ensure all Cards are reissued using a BIN it is authorized to use

ID#: 111011-010410-0001265

# A2877

## Visa International Operating Regulations

---

### **Sponsor Liability - AP Region, CEMEA Region, and LAC Region**

A Principal-Type Member is responsible and liable for all activities associated with the BINs licensed directly to an Associate-Type Member whom they sponsor within the AP Region, CEMEA Region, or LAC Region. The Sponsor's liability is limited to the BINs associated with the sponsorship relationship between the Principal-Type Member and Associate-Type Member.

A Principal-Type Member must countersign the "BIN License Agreement" for any BIN License request submitted to Visa from an Associate-Type Member domiciled in the AP Region, CEMEA Region, or LAC Region prior to Visa fulfilling the request.

Visa may provide a Sponsor with a report listing its Associate-Type Members domiciled in the AP Region, CEMEA Region, or LAC Region and the BIN(s) tied to the sponsorship relationship with the Associate-Type Member. The Sponsor must notify Visa of any inaccuracies in the report.

ID#: 111011-010100-0026466

## **BIN Use**

### **Member Use**

#### **BIN Usage Rights**

Only the BIN Licensee or the BIN Licensee's designated Sponsored Member may use the BIN for the purpose noted on the "BIN License Agreement" (available through the Visa Publication Center on Visa Online).

ID#: 111011-010410-0001225

#### **Unauthorized BIN Use**

**Effective 1 April 2012**, if a BIN Licensee or its designated Sponsored Member uses a BIN for a purpose other than specified on the "BIN License Agreement" and approved by Visa, Visa reserves the right to block and remove the Visa BIN from the Visa production systems.

ID#: 111011-010100-0026468

#### **Unique Identification Within the Account Number**

An Issuer using a BIN licensed to its sponsoring Member must be uniquely identified within the first 9 digits of the Account Number.

ID#: 111011-010410-0001226

# A2878

## Visa International Operating Regulations

---

### Processor BIN Usage

A non-Member VisaNet Processor acting on behalf of a Member must use its licensed BINs exclusively for processing activities. It must **not** use the BINs for issuing or acquiring purposes.

A Member that designates a VisaNet Processor to act on their behalf must ensure the VisaNet Processor only:

- Processes transactions on the Member's BIN(s) for activities for which the BIN is licensed
- Processes transactions on the Member's BIN(s) that are originated by the BIN Licensee or the BIN Licensee's Sponsored Members approved to share the BIN
- Clears or settles transactions on the Member's BIN(s) that are originated by the BIN Licensee or the BIN Licensee's Sponsored Members approved to share the BIN

ID#: 111011-010410-0001227

### PIN Debit Gateway Service BIN Use

A BIN licensed to a Visa Member for Visa PIN Debit Gateway Service acquiring must not be used for any other purpose.

ID#: 111011-010100-0026467

### Use of BINs for Non-Visa Purposes

A Member requesting the assignment of a Visa BIN to be used for a program not associated with the Visa brand or a Visa-Owned Mark (e.g., Plus, Interlink, Electron), including but not limited to Private Label Card programs, must:

- Request approval for the program by submitting a written statement of program objectives to Visa that identifies the BIN uses
- Submit a "BIN License Agreement" request (available through the Visa Publication Center on Visa Online)

ID#: 111011-010410-0001228

### BIN Processing

Each Member and VisaNet Processor must be capable of accepting and processing any Visa-licensed BIN for any Visa-defined purpose.

ID#: 010410-010410-0008895

# A2879

## Visa International Operating Regulations

---

### Merchant Use and Disclosure of BIN Information

#### Disclosure of BIN or Other Product Data Information to Merchants - AP Region

In the AP Region, an Acquirer may provide BIN information or other product-identifying data to its Merchant or its Agent located in a U.S. Territory, solely for purposes of identifying Visa Card product types at the point of sale.

ID#: 160312-210710-0026412

#### Use of BIN or Other Product Data Information - AP Region

In the AP Region, a Merchant or Agent that receives BIN information or other product-identifying data from its Acquirer must not use such information for any reason other than to identify Visa Card product types at the point of sale and for purposes of implementing acceptance practices permitted by the *Visa International Operating Regulations*, unless authorized by Visa.

ID#: 111011-210710-0026413

#### Non-Disclosure of BIN Information - AP Region

An AP Merchant or its Agent receiving BIN information or other product-identifying data must not disclose such information to any third party without prior written permission from Visa.

ID#: 111011-210710-0026414

#### Merchants Receiving BIN Information - AP Region

An AP Acquirer that provides BIN information or other product-identifying data to its Merchant or Agent as specified in "Disclosure of BIN or Other Product Information to Merchants – AP Region" must ensure that:

- The Merchant or Agent complies with the substance of "Merchant Use and Disclosure of BIN Information – AP Region"
- These requirements are included in its Merchant Agreement or Agent contract as a separate addendum

ID#: 111011-210710-0026415

#### Third Parties Receiving BIN Information - AP Region

An AP Acquirer whose Merchant provides BIN information or other product-identifying data to its Third Party must:

# A2880

## Visa International Operating Regulations

---

- Ensure that the Third Party complies with the substance of "Merchant Use and Disclosure of BIN Information – AP Region"
- Require the Merchant to include the substance of these requirements in its agreement or contract with its Third Party

ID#: 111011-210710-0026416

### **Disclosure of BIN or Other Product Data Information to Merchants - LAC Region**

In the LAC Region, an Acquirer may provide BIN information or other product-identifying data to its Merchant or its Agent located in a U.S. Territory, solely for purposes of identifying Visa Card product types at the point of sale.

ID#: 160312-210710-0026417

### **Use of BIN or Other Product Data Information - LAC Region**

In the LAC Region, a Merchant or Agent that receives BIN information or other product-identifying data from its Acquirer must not use such information for any reason other than to identify Visa Card product types at the point of sale for purposes of implementing acceptance practices permitted by the *Visa International Operating Regulations*, unless authorized by Visa.

ID#: 111011-210710-0026418

### **Non-Disclosure of BIN Information - LAC Region**

An LAC Merchant or its Agent receiving BIN information or other product-identifying data must not disclose such information to any third party without prior written permission from Visa.

ID#: 111011-210710-0026419

### **Merchants Receiving BIN Information - LAC Region**

An LAC Acquirer that provides BIN information or other product-identifying data as specified in "Disclosure of BIN or Other Product Information to Merchants – LAC Region" to its Merchant or Agent must ensure that:

- The Merchant or Agent complies with the substance of "Merchant Use and Disclosure of BIN Information – LAC Region"
- These requirements are included in its Merchant Agreement or Agent contract as a separate addendum

ID#: 111011-210710-0026420

# A2881

## Visa International Operating Regulations

---

### Third Parties Receiving BIN Information - LAC Region

An LAC Acquirer whose Merchant provides BIN information or other product-identifying data to its Third Party must:

- Ensure that the Third Party complies with the substance of "Merchant Use and Disclosure of BIN Information – LAC Region"
- Require the Merchant to include the substance of these requirements in its agreement or contract with its Third Party

ID#: 111011-210710-0026421

### Disclosure of BIN or Other Product Data Information to Merchants - U.S. Region (Updated)

A U.S. Acquirer may provide BIN information or other product-identifying data to its Merchant or its Agent solely for purposes of identifying Visa Card product types at the point of sale. An Acquirer must provide BIN information to any Merchant requesting it for the permitted purpose.

ID#: 151012-010410-0000506

### Use of BIN or Other Product Data Information - U.S. Region (Updated)

A U.S. Merchant or Agent that receives BIN information or other product-identifying data from its Acquirer must not use such information for any reason other than to identify Visa Card product types at the point of sale and to implement acceptance practices permitted by the *Visa International Operating Regulations* including "Discount Offer – U.S. Region" based on such information, unless authorized by Visa.

ID#: 151012-010410-0002311

### Confidentiality of BIN Information - U.S. Region

Visa BIN information provided by an Acquirer to a Merchant or an Agent is proprietary and confidential information belonging to Visa and, **effective 12 January 2012**, must be treated with the same degree of care as information labeled "Visa Confidential."

ID#: 040412-010410-0002314

### Non-Disclosure of BIN or Other Product Data Information - U.S. Region (Updated)

A U.S. Merchant or its Agent must not disclose Visa BIN information or other product-identifying data to any third party without prior written permission from Visa.

ID#: 151012-010410-0002315

# A2882

## Visa International Operating Regulations

---

### **Merchants Receiving BIN or Other Product Data Information - U.S. Region (Updated)**

A U.S. Acquirer that provides BIN information or other product-identifying data specified in "Disclosure of BIN or Other Product Data Information to Merchants – U.S. Region" to its Merchant or Agent must ensure that:

- The Merchant or Agent complies with the substance of "Merchant Use and Disclosure of BIN Information"
- These requirements are included in its Merchant Agreement or Agent contract as a separate addendum

ID#: 151012-010410-0003346

### **Third Parties Receiving BIN or Other Product Data Information - U.S. Region (Updated)**

A U.S. Acquirer whose Merchant provides BIN or other product data information to its Third Party must:

- Ensure that the Third Party complies with the substance of "Merchant Use and Disclosure of BIN Information"
- Require the Merchant to include the substance of these requirements in its agreement or contract with its Third Party

ID#: 151012-010410-0003347

## **Non-Visa BINs**

### **Non-Visa-Assigned BINs**

#### **Non-Visa-Assigned BIN Management**

**Effective 1 April 2012**, a Member using a non-Visa-assigned BIN in connection with a Visa service or product must:

- Ensure it has the right to provide the BIN to Visa
- Maintain the accuracy of the information relative to the BIN

By using a non-Visa-assigned BIN in connection with Visa services or products, the Licensee of that BIN represents and warrants to Visa and its Members that its use of the non-Visa-assigned BIN in connection with Visa services or products is duly authorized by the authority under which the Visa Member obtained use of the BIN. The Licensee also indemnifies and holds harmless Visa and its Members from any Claims and Liabilities arising from the Licensee's use of the non-Visa-assigned BIN.

# A2883

## Visa International Operating Regulations

---

A Licensee of a non-Visa-assigned BIN is responsible for, and indemnifies and holds harmless Visa against, all activities associated with its non-Visa-assigned BIN. In addition, any Visa Member that uses a non-Visa-assigned BIN licensed to another Visa Member is responsible for, and indemnifies and holds harmless Visa against, all activities associated with the use of the non-Visa-assigned BIN.

A Licensee of a non-Visa-assigned BIN is responsible for notifying Visa regarding the maintenance of the non-Visa-assigned BIN, including:

- Portfolio sale or transfer
- Merger or Acquisition
- Cessation of use
- Modification to product or service

A Licensee of a non-Visa-assigned BIN must comply with all applicable requirements specified in "BIN License and Administration."

ID#: 111011-010100-0026514

## Software License

### Ownership and Confidentiality

#### Rights To Sell - Canada Region

The Canada Region may sell products, services, systems, and software that it has developed.

ID#: 010410-010410-0001353

### Non-Transferability

#### Non-Assignable Right to Use VisaNet (Updated)

**Effective through 4 June 2012**, a Member's right to use VisaNet is **not** assignable and its duties are non-delegable without prior written consent from Visa. However, a Member may use a non-Member VisaNet Processor that has executed and delivered to Visa a "VisaNet Letter of Agreement" (Exhibit 5A).

**Effective 5 June 2012**, a Member's or Visa Merchant Direct Exchange Merchant's right to use VisaNet is not assignable and its duties are non-delegable without prior written consent from Visa. However, a Member or Visa Merchant Direct Exchange Merchant may use a non-Member VisaNet Processor that has executed and delivered to Visa a "VisaNet Letter of Agreement" (Exhibit 5A).



# A2884

## Visa International Operating Regulations

---

**Effective 7 March 2012 through 4 June 2012**, a VisaNet Processor acknowledges and agrees that the VisaNet endpoint connectivity is a Visa asset and not transferable without the express written consent of Visa. A VisaNet Processor must not transfer its VisaNet endpoint to another Member or Agent. It must notify Visa in writing at least 90 days prior to the effective date of a change, for example, but not limited to, a sale of all or substantially all of the assets of the operation, acquisition, merger, ownership change, or financial restructuring and promptly provide Visa with any related information that is requested.

**Effective 5 June 2012**, a VisaNet Processor or Visa Merchant Direct Exchange Merchant acknowledges and agrees that the VisaNet endpoint connectivity is a Visa asset and not transferable without the express written consent of Visa. A VisaNet Processor or Visa Merchant Direct Exchange Merchant must not transfer its VisaNet endpoint to another Member or Agent. It must notify Visa in writing at least 90 days prior to the effective date of a change, for example, but not limited to, a sale of all or substantially all of the assets of the operation, acquisition, merger, ownership change, or financial restructuring, and promptly provide Visa with any related information that is requested.

ID#: 151012-010410-0003081

## Limitations

### Restricted Use of VisaNet (Updated)

**Effective through 4 June 2012**, a Member must restrict its use of the VisaNet systems and services to purposes specifically approved by Visa.

**Effective 5 June 2012**, a Member, VisaNet Processor acting on behalf of a Visa Member, or Visa Merchant Direct Exchange Merchant must restrict its use of the VisaNet systems and services to purposes specifically approved by Visa.

ID#: 151012-050612-0003331

### Restricted Use of VisaNet - U.S. Region (Updated)

**Effective through 4 June 2012**, a U.S. Member, VisaNet Processor acting on behalf of a Visa Member, or U.S. Direct-Connect Merchant must restrict its use of VisaNet to purposes specifically approved by Visa.

ID#: 151012-010410-0003719

# A2885

Visa International Operating Regulations

---

## Software Enhancements/Modifications

### Enhancements/Modifications

#### BASE II Edit Package

A Member may modify or enhance the BASE II Edit Package software for its own use if it:

- Does **not** take any action that may endanger the rights of Visa in and to the BASE II Edit Package software
- Uses all updated versions of the BASE II Edit Package software supplied by Visa

ID#: 010410-010410-0008217

## Use of Visa Systems

### Visa Systems Use

#### Proprietary Interest in Visa Systems (Updated)

**Effective through 4 June 2012**, no Member will have any property or other right, claim, or interest, including any patent right, Trade Secret right, or Copyright interest, in the VisaNet systems or services, or in any systems, processes, equipment, software, or data that Visa uses with the VisaNet systems or services, excluding Member-supplied data or equipment.

**Effective through 4 June 2012**, in the U.S. Region, no U.S. Member or U.S. Direct-Connect Merchant will have any property or other right, claim, or interest, including any patent right, Trade Secret right, or Copyright interest, in the V.I.P. System, BASE II, or in any systems, processes, equipment, software, data, or materials that Visa or its subsidiaries use with the V.I.P. System, BASE II, or in connection with a Visa program, except for Merchant- or Member-supplied data or equipment. *(This only applies in the U.S. Region.)*

**Effective 5 June 2012**, no Member or Visa Merchant Direct Exchange Merchant will have any property or other right, claim, or interest, including any patent right, Trade Secret right, or Copyright interest, in VisaNet, or in any systems, processes, equipment, software, data or materials that Visa or its subsidiaries use with VisaNet, or in connection with a Visa program, except for Merchant- or Member-supplied data or equipment.

ID#: 151012-010410-0006468

# A2886

## Visa International Operating Regulations

---

### Confidentiality of Visa Systems Information (New)

**Effective 5 June 2012**, VisaNet consists of confidential and proprietary information belonging to Visa. A Member, VisaNet Processor acting on behalf of a Member, or Visa Merchant Direct Exchange Merchant must take appropriate action to ensure that its employees or agents with access to VisaNet or related documentation:

- Are advised of the confidential and proprietary nature of these systems and documentation
- Use their best efforts to protect the VisaNet Access Points
- Are prohibited from:
  - Providing access to or disclosing these systems and documentation to any third party
  - Using these systems and documentation for any purpose not authorized in the *Visa International Operating Regulations*

A Member or Visa Merchant Direct Exchange Merchant must not disclose any confidential information of Visa or its subsidiaries to a non-Member.

ID#: 151012-050612-0027073

### VisaNet Access Point Modification (New)

**Effective 5 June 2012**, a Member, VisaNet Processor acting on behalf of a Member, or Visa Merchant Direct Exchange Merchant must not make or attempt to make any repair, adjustment, alteration, or modification to a VisaNet Access Point, except as expressly authorized by Visa.

ID#: 151012-050612-0027074

### VisaNet Access Point Security (New)

**Effective 5 June 2012**, a Visa Merchant Direct Exchange Merchant must provide the same level of security for its VisaNet Access Points that it provides to its proprietary systems.

ID#: 151012-050612-0027075

### Support for Installation of Systems (New)

**Effective 5 June 2012**, a participating Member, VisaNet Processor acting on behalf of a Member, or Visa Merchant Direct Exchange Merchant must provide, without cost to Visa, reasonable support requested by Visa for installing the VisaNet system, including:

- Providing a location that meets Visa requirements for installing one or more VisaNet Access Point(s) on the Member's, VisaNet Processor's, or Visa Merchant Direct Exchange Merchant's premises
- Providing a sufficient number of qualified personnel that the Member, VisaNet Processor, or Visa Merchant Direct Exchange Merchant will train to meet Visa specifications

# A2887

## Visa International Operating Regulations

---

- Maintaining VisaNet records, documents, and logs required by Visa and providing them at Visa's request
- Providing access to its premises and cooperating with Visa and its authorized agents in conjunction with the installation, service, repair, or inspection of the VisaNet Access Points
- Notifying Visa promptly of any failure to operate properly of a VisaNet Access Point on its premises or the premises of its Agent or independent contractor
- Providing computer time and a sufficient number of qualified personnel required to ensure prompt and efficient installation and use of the VisaNet software supplied by Visa

ID#: 151012-050612-0027076

### Confidentiality of Visa Systems Information - U.S. Region (Updated)

**Effective through 4 June 2012**, the V.I.P. System and BASE II consist of confidential and proprietary information belonging to Visa. Each U.S. Member, VisaNet Processor acting on behalf of a U.S. Member, or U.S. Direct-Connect Merchant must take appropriate action to ensure that its employees or agents with access to the V.I.P. System or BASE II or related documentation:

- Are advised of the confidential and proprietary nature of these systems and documentation
- Use their best efforts to protect the VisaNet Access Points
- Are prohibited from:
  - Providing access to or disclosing these systems and documentation to any third party
  - Using these systems and documentation for any purpose not authorized in the U.S. Regional Operating Regulations

A U.S. Member or Direct-Connect Merchant must **not** disclose any confidential information of Visa or its subsidiaries to a non-Member.

ID#: 151012-010410-0005821

### Confidential Information Disclosed to Contractors (Updated)

A Member may disclose confidential information to contractors that the Member employs to provide services in connection with Visa products and services, if the contractor has a written agreement with its Member that the contractor:

- Will **not** disclose the confidential information to any third party
- Will use the confidential information only to provide services to the Member for use only with the Member's Visa products and services

Any confidential information disclosed to the contractor must:

- Remain solely the property of Visa
- Be returned to Visa immediately upon Visa request
- Be immediately returned to the Member upon termination of the relationship that required use of the confidential information

# A2888

## Visa International Operating Regulations

---

The Member is responsible for its contractor's compliance with these conditions and must **not** allow a non-Member VisaNet Processor to use the V.I.P. System or BASE II unless the non-Member VisaNet Processor has delivered a completed "VisaNet Letter of Agreement" (available through Visa Online) to Visa.

ID#: 181012-010410-0006467

### **Non-Assignable Right To Use V.I.P. System or BASE II - U.S. Region (Updated)**

**Effective through 4 June 2012**, a U.S. Member's or Direct-Connect Merchant's right to use the V.I.P. System or BASE II is **not** assignable and its duties are non-delegable without prior written consent from Visa. However, a Member or Direct-Connect Merchant may use a non-Member processing organization that has executed and delivered a "VisaNet Letter of Agreement" (available through Visa Online) to Visa.

ID#: 151012-010410-0003718

### **VisaNet Access Point Modification - U.S. Region (Updated)**

**Effective through 4 June 2012**, a U.S. Member, VisaNet Processor acting on behalf of a U.S. Member, or U.S. Direct-Connect Merchant must not make or attempt to make any repair, adjustment, alteration, or modification to a VisaNet Access Point, except as expressly authorized by Visa.

ID#: 151012-010410-0003721

### **VisaNet Access Point Security - U.S. Region (Updated)**

**Effective through 4 June 2012**, a U.S. Direct-Connect Merchant must provide the same level of security for its VisaNet Access Points that it provides to its other proprietary systems.

ID#: 151012-010410-0003722

### **VisaNet Access Point Restrictions - AP Region**

An AP Member may use a VisaNet Access Point only for V.I.P. System and BASE II processing as specified by Visa.

AP Members must not share a VisaNet Access Point without the prior written consent of Visa. If Visa permits 2 or more Members to share a VisaNet Access Point for BASE II transmissions, Visa may schedule the sequence and processing times for the transmission.

ID#: 081010-010410-0007418

# A2889

## Visa International Operating Regulations

---

### Use of VisaNet System for Non-Visa Card Transactions - AP Region

In the AP Region, an organization that uses the VisaNet System for Authorization, Clearing, or Settlement of non-Visa Card transactions must comply with the following:

- The organization must obtain the prior written consent of Visa to use the VisaNet System for non-Visa Card transactions
- Use of the VisaNet System must be authorized by each entity with administrative or operational responsibility over the non-Visa Card transactions
- All non-Visa Card transactions entered into the VisaNet System must comply with the applicable regulations established by Visa

An organization in the AP Region that uses the VisaNet System for non-Visa Card transactions must pay all applicable fees for use of the VisaNet System for Authorization, Clearing, or Settlement of non-Visa Card transactions.

ID#: 010410-010410-0007029

## Visa U.S. Regulation II Certification Program

### Visa U.S. Regulation II Certification Program - AP Region, LAC Region, and U.S. Region

#### Visa U.S. Regulation II Certification Program Requirements - AP Region, LAC Region, and U.S. Region

**Effective 8 March 2012**, in the U.S. Region or in a U.S. Territory, a BIN Licensee that is subject to U.S. Federal Reserve Board Regulation II must comply with the Visa U.S. Regulation II Certification Program requirements.

The BIN Licensee is solely responsible for ensuring that all consumer debit, commercial debit, and prepaid programs conducted under its BINs comply with applicable laws and regulations, including U.S. Federal Reserve Board Regulation II.

The BIN Licensee must submit a Dodd-Frank Act Certification Addendum and Fraud Prevention Adjustment Addendum, as applicable, when requesting or modifying a consumer debit, commercial debit, or prepaid BIN. Addendums are available from Visa upon request.

Visa may distribute certification materials to a BIN Licensee that is subject to U.S. Federal Reserve Board Regulation II. An Issuer that receives certification materials from Visa is required to respond within the published timeframes.

ID#: 230312-080312-0027000

# A2890

Visa International Operating Regulations

---

## Chapter 4: The Visa Brand

### Core Principle 4.1

#### Brand Prominence

##### Using Visa-Owned Marks (Updated)

Usage of the Visa-owned marks must be consistent with the *Visa Product Brand Standards*, and such marks must **never** be obscured, distorted, defaced, altered in any way, or appear less prominently than any other payment marks. <sup>[6]</sup>

ID#: 151012-010410-0007761

### Core Principle 4.2

#### Communications

##### Protecting the Brand

No activities or materials may infringe, dilute, denigrate, or impair the goodwill and/or reputation of the brand or Visa-owned marks.

ID#: 010410-010410-0007762

---

<sup>6</sup> There are certain exceptions to this requirement for the display of Visa marks at the point of sale by a U.S. merchant or a merchant located in a U.S. territory.

# A2891

Visa International Operating Regulations

---

## Core Principle 4.3

### Visa-Owned Mark on a Payment Device

#### Positioning the Brand Mark (Updated)

The Visa brand mark must always appear on the front of the payment device (e.g., Card), and no marks deemed competitive by Visa may appear on a Visa payment device, among other reasons so as to avoid causing consumer confusion. <sup>[7]</sup>

ID#: 151012-010410-0007763

## Core Principle 4.4

### Corporate Names

#### Keeping Visa Separate from Corporate Names

Visa participants and third-parties may **not** use the Visa name, a Visa-owned mark, or a derivative of a Visa-owned mark as part of its corporate name or identity.

ID#: 010410-010410-0007766

## Core Principle 4.5

### Denote and Promote Visa

#### Using the Visa-owned Mark

A Visa-owned mark, including associated elements, may only be used to denote or promote Visa products, offers, sponsorships, services, processing and/or acceptance.

ID#: 010410-010410-0007767

---

<sup>7</sup> There are certain exceptions to this requirement for U.S. covered Visa debit cards.



# A2892

Visa International Operating Regulations

---

## Core Principle 4.6

### Card Acceptance Outside of Country of Issuance

#### Using the Visa Brand Mark With Country-Specific Marks

Only the Visa brand mark may be used on cards or payment devices to denote card acceptance outside of the country of issuance, and must appear clearly more prominent than country-specific marks.

ID#: 010410-010410-0007770

## Core Principle 4.7

### Card Acceptance at Point-of-Sale

#### Using the Visa Brand Mark to Show Acceptance at the Point-of-Sale

A card or payment device design may **not** be used at the point-of-sale to denote acceptance. Only the Visa brand mark may be used to denote acceptance at the point-of-sale.

ID#: 010410-010410-0007771

## Marks

### General Use of Marks

#### Visa Program Marks List

The Visa Program Marks include:

- Visa Flag Symbol
- Visa Brand Mark
- Visa Brand Name
- Visa Wordmark
- Dove Design

# A2893

## Visa International Operating Regulations

---

- Any other Mark that Visa adopts for use with the Visa Program

ID#: 010410-010410-0006267

### Restricted Use of Visa-Owned Marks

A Member must only use the Visa-Owned Marks:

- To denote or promote a Visa Program
- To promote a Member's Visa Program
- In operations in support of its Visa products or services

ID#: 010410-010410-0006308

### Marks Degradation

Materials bearing any of the Visa-Owned Marks must **not** degrade the Marks.

ID#: 010410-010410-0006315

### Marks Infringement/Denigration

A Member's Visa Card Program, Visa Electron Program, Verified by Visa, or Visa TravelMoney Program materials, including Global Co-branded Card materials, must **not** contain any matter which would tend to infringe, dilute, or denigrate any of the Visa-Owned Marks, Visa Products, Visa services, or impair the reputation or goodwill of Visa or the goodwill associated with the Marks.

ID#: 111011-010100-0025557

### Marks Use and Marketing Restrictions

A Member must **not** adopt any Mark, or market, either directly or indirectly, any Visa Product or service, to consumers, Merchants or other Members in a manner which has the likely effect of confusing, misleading, defrauding or deceiving such consumers, Merchants or Members, either as to the program, product or service, or the source, affiliation, sponsorship or association of such program, product or service. Such prohibited acts include, without limitation, making direct or indirect, false, confusing or misleading statements or failing to disclose a material fact about the programs, products or services, or any aspect thereof, of a Member, Visa, another Member, a Merchant, or a competitor.

ID#: 111011-010100-0025558

# A2894

## Visa International Operating Regulations

---

### Competitive Marks - AP Region, LAC Region, and U.S. Region (Updated)

In the U.S. Region or in a U.S. Territory, a Member may use the Marks of the American Express Company, MasterCard Worldwide (including Maestro), Discover Financial Services, or the subsidiaries or affiliates of these entities, or other entities deemed competitive by Visa, on U.S. Covered Visa Debit Cards as specified in the *Visa Product Brand Standards*, provided that the overall appearance resulting from such use unmistakably conveys the idea that the Marks associated with Visa identify a product or service separate and distinct from any product or service of the American Express Company, MasterCard Worldwide (including Maestro), Discover Financial Services, or their subsidiaries or affiliates.

ID#: 151012-011011-0026529

### Non-Visa General Purpose Payment Card Network – AP Region, LAC Region, and U.S. Region (Updated)

In the U.S. Region or in a U.S. Territory, a Member may use the Marks of a non-Visa general purpose payment card network, on a U.S. Covered Visa Debit Card, as specified in the *Visa Product Brand Standards*.

ID#: 151012-011011-0026533

### Marks Infringement/Denigration - U.S. Region (Updated)

**Effective through 31 March 2013**, a U.S. Member's Visa Card Program, Visa Electron Program, Verified by Visa Program, or Visa TravelMoney Program materials, including Affinity Card materials, or other Member materials using any Mark(s) of the Visa Card Program, the Visa Electron Program, Verified by Visa Program, or the Visa TravelMoney Program, must **not** contain any matter which would tend to infringe, dilute, or denigrate any of the Visa-Owned Marks, Visa Products, Visa services, or any Member or Merchant, or impair the reputation or goodwill of Visa or the goodwill associated with the Marks. No Member may adopt any Mark or market, either directly or indirectly, any Visa Product or service, to consumers, Merchants, or other Members in a manner which has the likely effect of confusing, misleading, defrauding, or deceiving such consumers, Merchants, or Members, either as to the program, product, or service, or the source, affiliation, sponsorship, or association of such program, product, or service. Such prohibited acts include, without limitation, making direct or indirect false, confusing, or misleading statements or failing to disclose a material fact about the programs, products, or services, or any aspect thereof, of a Member, Visa, another Member, a Merchant, or a competitor.

# A2895

## Visa International Operating Regulations

---

**Effective 1 April 2013**, a U.S. Member's Visa Card Program, Visa Electron Program, Verified by Visa Program, or Visa TravelMoney Program materials, including Affinity/Co-Branded Card materials, or other Member materials using any Mark(s) of the Visa Card Program, the Visa Electron Program, Verified by Visa Program, or the Visa TravelMoney Program, must not contain any matter which would tend to infringe, dilute, or denigrate any of the Visa-Owned Marks, Visa Products, Visa services, or any Member or Merchant, or impair the reputation or goodwill of Visa or the goodwill associated with the Marks. No Member may adopt any Mark or market, either directly or indirectly, any Visa Product or service, to consumers, Merchants, or other Members in a manner which has the likely effect of confusing, misleading, defrauding, or deceiving such consumers, Merchants, or Members, either as to the program, product, or service, or the source, affiliation, sponsorship, or association of such program, product, or service. Such prohibited acts include, without limitation, making direct or indirect false, confusing, or misleading statements or failing to disclose a material fact about the programs, products, or services, or any aspect thereof, of a Member, Visa, another Member, a Merchant, or a competitor.

ID#: 151012-010410-0006259

### Obscured/Defaced Marks

No portion of a Visa-Owned Mark may be obscured, distorted, or defaced. A Visa-Owned Mark that is a graphic design must **not** be used separately.

ID#: 010410-010410-0003578

### The Visa Brand Mark

The Visa Brand Mark is a Visa-Owned Mark that represents the Visa organization and its product and service offerings. The Visa Brand Mark must appear exactly as shown in the *Visa Product Brand Standards*.

ID#: 010410-010410-0003581

### The Visa Brand Mark Color Requirements - U.S. Region (Updated)

For U.S. Members, the Visa Brand Mark must appear in full color if it appears with any other acceptance mark that is in full color. It may appear in black and white **only** if it appears with other Marks in black and white. These requirements do not apply to the display of the Visa Brand Mark at the point of sale by U.S. Merchants.

ID#: 151012-010410-0005759

### Classic Wordmark - U.S. Region

For U.S. Members, the registered Mark denotation ® must appear at the first or most prominent mention of the Classic Wordmark.

ID#: 010410-010410-0005760

# A2896

## Visa International Operating Regulations

---

### V.me by Visa Mark Requirements

**Effective 15 April 2012**, the V.me by Visa Mark must be used as specified in the *Visa Product Brand Standards*. The V.me by Visa Mark must not appear on a Card.

ID#: 040412-150412-0026990

### V.me by Visa Mark Use

**Effective 15 April 2012**, a Member or V.me by Visa Merchant that uses the V.me by Visa Mark must:

- Not use the V.me by Visa Mark in a way that implies endorsement of any other product or service
- Not use the V.me by Visa Mark as a substitute for the Visa Mark to indicate Card acceptance
- Not use, adopt, register, or attempt to register a company name, product name, or Mark that is confusingly similar to the V.me by Visa name or the V.me by Visa Mark
- Ensure that any material where the V.me by Visa Mark appears does not infringe, dilute, or denigrate any of the Visa-Owned Marks or Visa products or services or impair the reputation or goodwill of Visa or the goodwill associated with the Marks

ID#: 040412-150412-0026991

### Dual Payment Card Marketing Requirements

An Issuer that engages in Dual Payment Card Marketing must:

- Obtain the prior written consent of Visa
- Submit to Visa for review and approval all offers, solicitations, promotions, and communication materials that include any Visa-Owned Marks or Visa-branded products
- Ensure that all communication and marketing materials relating to Marks, products or services of a non-Visa general purpose payment card network as designated by Visa are not positioned in conjunction with Visa-Owned Marks, products, or services in a manner that dilutes or denigrates the Visa brand

ID#: 111011-010100-0025569

### Non-Visa General Purpose Payment Card Network (Updated)

No Member may use the Marks of a non-Visa general purpose payment card network, on a Visa Card without prior written consent from Visa. <sup>[8]</sup>

---

8 A variance to this provision applies in the AP Region, LAC Region, and U.S. Region for U.S. Covered Visa Debit Cards.

# A2897

## Visa International Operating Regulations

---

A Member may use the Visa Card Program Marks in conjunction with the Marks of these entities on items and materials other than Visa Cards provided that the overall appearance resulting from such use unmistakably conveys the idea that the Marks associated with Visa identify a product or service separate and distinct from any product or service of any non-Visa general purpose payment card network.

ID#: 151012-010410-0025567

### Offer/Issuance Conditions (Updated)

No Member may condition the offer or issuance of any payment card product bearing Visa Card Program Marks or the maintenance of a Visa Cardholder relationship upon the possession or acceptance of a product bearing the Marks of the American Express Company, MasterCard Worldwide, Discover Financial Services, Diner's Club, JCB, or any other non-Visa general purpose payment card network, as designated by Visa, without the prior written consent of Visa. <sup>[9]</sup>

ID#: 151012-010410-0025568

### Competitive Marks - U.S. Region (Updated)

No U.S. Member may use the Marks of the American Express Company, MasterCard Worldwide (including Maestro), Discover Financial Services, or the subsidiaries or affiliates of these entities on Visa Cards not defined as U.S. Covered Visa Debit Cards, except that:

- A Wordmark may be used to denote ATM sharing only, if it appears on the back of a Visa Card, as specified in "Cirrus Wordmark - U.S. Region"
- The PULSE Mark may appear on the back of a Visa Check Card or a Visa Debit Card, if the Issuer processes Non-Visa Debit Transactions

A U.S. Member may use the Visa Program Marks in conjunction with the Marks of these entities on items and materials other than Visa Cards provided that the overall appearance resulting from such use unmistakably conveys the idea that the Marks associated with Visa identify a product or service separate and distinct from any product or service of the American Express Company, MasterCard Worldwide (including Maestro), Discover Financial Services, or their subsidiaries or affiliates.

ID#: 151012-010410-0006300

### Brand Protection (Updated)

Members must not use the Visa-Owned Marks:

- In any manner that may bring the Visa-Owned Marks or Visa Inc. or its affiliates into disrepute
- In relation to, or for the purchase or trade of, photographs, video imagery, computer-generated images, cartoons, simulation or any other media or activities including, but **not** limited to:
  - Child pornography

---

9 A variance to this provision applies in the AP Region, LAC Region, and U.S. Region for U.S. Covered Visa Debit Cards.

# A2898

## Visa International Operating Regulations

---

- Bestiality
- Rape (or any other non-consensual sexual behavior)
- Non-consensual mutilation of a person or body part

Members not complying with these requirements will be subject to penalties prescribed under the Global Brand Protection Program.

ID#: 151012-010509-0007283

### Member Cooperation Concerning Marks

Each Member must cooperate with Visa to ensure protection of each of the Visa-Owned Marks.

ID#: 010410-010410-0006321

### Ownership of Visa Programs

A Member must **not** state or imply that it is the exclusive owner or provider of any Visa-Owned Mark, except as stated in the *Visa International Operating Regulations*.

ID#: 010410-010410-0006503

### Visa Endorsement of Goods/Services

A Member must **not** use any of the Visa-Owned Marks to indicate that Visa endorses, is identified with, or sponsors goods or services other than those of Visa, except as permitted in "License Grant for Visa-Owned Marks."

ID#: 010410-010410-0006555

### Member Compliance with Operating Regulations

Each Member agrees that all use of the Visa-Owned Marks, as well as the nature and quality of all services rendered under these Marks, must comply with the *Visa International Operating Regulations* and the *Visa Product Brand Standards*.

If requested, a Member must supply Visa with samples of any materials bearing any Visa-Owned Mark produced by or for the Member.

ID#: 010410-010410-0006554

### Use of a Mark to Resemble a Card

In marketing collateral, a Member must **not** use:

- A Visa-Owned Mark in such a way that it could be mistaken for an actual Card and used in a Transaction

# A2899

## Visa International Operating Regulations

---

- The Visa Brand Name in any classified advertising section, except as specified in "Permitted Merchant Use - U.S. Region"
- The Visa Brand Name or the bands design on any check

ID#: 010410-010410-0008273

### Compliance with Brand Standards Website

All Visa-Owned Marks must meet the Brand standards as established by Visa, including, but **not** limited to, the *Visa Product Brand Standards*.

ID#: 010410-010410-0006322

### Periodic Audits by Visa

Visa may conduct periodic audits to ensure that all entities authorized to use the Visa-Owned Marks are doing so in a manner approved by Visa. Visa may conduct audits to ensure compliance with, but not limited to, the:

- Use of the Visa Brand Mark and the Visa Brand Name
- Product-related communications
- Partner and sponsorship materials and implementations
- Advertising
- Direct mail
- Marketing materials
- Websites

ID#: 010410-010410-0006560

### Verified by Visa Mark Use by Merchant

An Acquirer must ensure that a Merchant using the Verified by Visa Mark complies with the *Visa Product Brand Standards*.

ID#: 010410-010410-0006265

### Use of Product Marks

#### Verified by Visa Mark Use by Members

A Member using the Verified by Visa Mark must:

- Ensure that the Mark complies with the *Visa Product Brand Standards*



# A2900

## Visa International Operating Regulations

---

- **Not** use the Mark in a way that implies endorsement of any other product or service
- **Not** use the Mark to indicate payment acceptance

ID#: 010410-010410-0006263

### V PAY Brand Mark Use

The V PAY Brand Mark is a Visa-Owned Mark. Implementation of the V PAY Product and use of the V PAY Brand Mark outside of Visa Europe is subject to approval and trademark availability. The V PAY Brand Mark must appear exactly as specified in the *Visa Product Brand Standards*.

ID#: 111011-010410-0003585

### Visa TravelMoney Program Marks Compliance (Updated)

The Visa TravelMoney Program Marks must be used as specified in the:

- *Visa International Operating Regulations*
- *Visa International Certificate of Incorporation and Bylaws*
- *Visa Product Brand Standards*

ID#: 151012-010410-0006292

### The Visa Gold Product Name - Canada Region

A Canada Member must use the product name "Visa Gold" in all communications regarding the Visa Gold program, including solicitations, advertising, and promotions.

ID#: 010410-010410-0007230

## Corporate Identity

### Use of Brand in Corporate Identity

#### Written Consent for Use of Visa Brand Name

Only with prior written consent from Visa may a Member, or a wholly owned subsidiary of one of its members that exclusively engages in Visa Transaction processing, use the Visa Brand Name in its corporate name or other business name, except as permitted in "Restricted Use of Visa-Owned Marks." A Member must **not** file or register any of these names with any governmental office without prior written consent from Visa.

ID#: 010410-010410-0007268

# A2901

## Visa International Operating Regulations

---

### Member Use of Country Name

A Member must **not** use the name of a country with the Visa Brand Name or any other Visa-Owned Mark in its corporate name or other business name, unless Visa has granted exclusive jurisdiction to the Member under the *Visa International Certificate of Incorporation and Bylaws* and has been granted express permission.

A country name may be used in a Member's corporate name in which the country name is an integral part, provided it complies with the *Visa International Operating Regulations*.

ID#: 010410-010410-0007643

### Group Member Corporate Identity

In a country with a single Group Member, the Group Member may use "Visa" as a part of its corporate legal name and identity as permitted in the *Visa International Operating Regulations*. In a country with multiple Group Members, a Group Member must **not** use "Visa" as part of its corporate legal name or identity. When multiple Group Members exist in the same country, 12 months after the formation of a new Group Member, an existing Group Member must **not** use the name "Visa" in its corporate name and identity.

ID#: 010410-010410-0006274

### Visa as Part of Corporate Identity

Visa must grant permission to a Member requesting use of the name "Visa" or any other Visa-Owned Mark as part of its corporate name or identity. If permission is granted, the name must be used:

- In a Member's corporate name, and must include the country identifier. The name "Visa" must **not** be used without the country identifier.
- In all media (business cards, letterhead, press releases, Websites, etc.) and must contain a clear indication of actual corporate identity, including full legal name
- In a contract or legal instrument with third parties, the Member must clearly state that it does **not** have the authority to act (and is **not** acting) as an agent of, or represent, Visa or any affiliate of Visa
- Solely for the promotion of Visa products and services

ID#: 010410-010410-0007277

### National Organization Use of Visa Name

A National Organization established in compliance with Article XVI of the *Visa International Certificate of Incorporation and Bylaws* may use "Visa" as part of its corporate legal name and identity as provided in the *Visa International Operating Regulations*.

ID#: 111011-010410-0006276

# A2902

Visa International Operating Regulations

---

## Use of Marks on Cards

### Marks Usage Requirements

#### Extraneous Numbers or Devices

Except for the Account Number, a Visa Card must **not** bear any number or device, whether embossed, printed, etched, encoded, or otherwise affixed, that is used for international payment purposes.

ID#: 010410-010410-0006161

#### Appropriate Marks on Chip Cards

A Card containing a Chip must bear the appropriate Mark for the Visa or Visa Electron Payment Application facilitated by the Chip.

ID#: 010410-010410-0003612

#### Visa Mark Requirements

All Visa Cards and Visa Electron Cards must bear the Visa Brand Mark or Visa Brand Mark with the Electron Identifier, as specified in the *Visa Product Brand Standards*.

See the *Visa Product Brand Standards* for complete embossing and printing requirements for the front and back of Visa and Visa Electron Cards.

ID#: 160312-010410-0003607

### Multiple Marks on Card

#### Hierarchy of Marks

If more than one Visa-Owned Mark is present on a Card, an Issuer must designate a Primary Mark, complying with the following hierarchy of Marks:

- Visa Brand Mark
- Visa Brand Mark with the Electron Identifier
- **Effective through 31 December 2013**, Visa Cash Symbol

All other Visa-Owned Marks must:

# A2903

## Visa International Operating Regulations

---

- Appear together
- **Not** be separated by Non-Visa-Owned Marks

ID#: 111011-010410-0008218

### Permitted Use of Other Marks (Updated)

Other Marks may be used on Cards as follows:

- **Effective through 31 December 2013**, a Member must **not** use any Mark other than the Visa Brand Mark, Visa Brand Mark with the Electron Identifier, or Visa Cash Symbol on Cards to indicate Card acceptance at Merchant Outlets outside the country of Card issuance.
- **Effective 1 January 2014**, a Member must **not** use any Mark other than the Visa Brand Mark or Visa Brand Mark with the Electron Identifier on Cards to indicate Card acceptance at Merchant Outlets outside the country of Card issuance.
- **Effective through 31 March 2013**, a Mark owned by a Single Merchant may appear on a Card as part of an affinity program approved by Visa. If the Mark is **not** one that is used as an identifier of payment services at Merchant Outlets other than those of the Single Merchant, this Mark is **not** considered to indicate payment acceptance.
- **Effective 1 April 2013**, a Mark owned by a Single Merchant may appear on a Card as part of an Affinity/Co-Brand Program approved by Visa. If the Mark is not one that is used as an identifier of payment services at Merchant Outlets other than those of the Single Merchant, this Mark is **not** considered to indicate payment acceptance.
- A Member may use non-Visa-owned brand marks to indicate acceptance at Merchant Outlets solely within the country of Card issuance **only** if these non-Visa-owned brand marks are clearly less prominent than the Visa Brand Mark, or Visa Brand Mark with the Electron Identifier.<sup>[10] [11]</sup>

ID#: 151012-010410-0006326

### Permitted Use of Other Marks – AP Region, LAC Region, and U.S. Region (Updated)

In the U.S. Region or in a U.S. Territory, a Member may use non-Visa-owned brand marks on U.S. Covered Visa Debit Cards that are equally prominent with or less prominent than the Visa Brand Mark to indicate acceptance at Merchant Outlets solely within the country of Card issuance and as specified in the *Visa Product Brand Standards*.

ID#: 151012-011011-0026531

---

10 A variance to this requirement applies in the Canada Region.

11 A variance to this requirement applies in the AP Region, LAC Region, and U.S. Region for U.S. Covered Visa Debit Cards.

# A2904

## Visa International Operating Regulations

---

### Competitive Marks

#### Prohibited Use of Trade Name or Mark (Updated)

The following must not appear on any part of a Visa or Visa Electron Card:

- Any Trade Name or Mark that identifies or is associated with any entity, or its subsidiaries or affiliates, deemed competitive by Visa, including<sup>[12]</sup> :
  - American Express Company
  - Discover Financial Services<sup>[13]</sup>
  - MasterCard Worldwide (including Maestro)<sup>[14]</sup>
- Any Trade Name or Mark that is confusingly similar to any other Visa-Owned Mark

ID#: 151012-010410-0008458

#### Cards Bearing the Plus Symbol (Updated)

A Card bearing the Plus Symbol must **not** bear the Marks of any entity that is ineligible for membership in Visa, or of any of the following entities, or their subsidiaries or affiliates, deemed competitive by Visa:<sup>[15] [16]</sup>

- American Express Company
- Discover Financial Services<sup>[17]</sup>
- JCB
- MasterCard Worldwide

A Card bearing the Plus Symbol is exempt from this requirement if it was issued under an agreement executed with Visa or Plus System, Inc. **prior to 1 October 1992.**

A Card bearing the Plus Symbol must **not** bear a Trade Name or Mark that is confusingly similar to any other Visa-Owned Mark.

ID#: 151012-010410-0006159

---

12 A variance to this provision applies in the AP Region, LAC Region, and U.S. Region, for U.S. Covered Visa Debit Cards.

13 A variance to this requirement applies in the U.S. Region for Visa Cards bearing the Pulse Mark and Cards bearing the Plus Symbol.

14 Except as specified in "Cirrus Wordmark - LAC Region" and "Cirrus Wordmark - U.S. Region."

15 Visa may grant a variance to this section for Chip Cards bearing the Plus Symbol.

16 A variance to this provision applies in the AP Region, LAC Region, and U.S. Region for U.S. Covered Visa Debit Cards.

17 A variance to this requirement applies in the U.S. Region for Visa Cards bearing the Pulse Mark and Cards bearing the Plus Symbol.

# A2905

## Visa International Operating Regulations

---

### **Cards Bearing the Plus Symbol - AP Region, LAC Region, and U.S. Region (Updated)**

In the U.S. Region or in a U.S. Territory, a U.S. Covered Visa Debit Card bearing the Plus Symbol may bear the Marks of entities deemed competitive by Visa, as specified in the *Visa Product Brand Standards*.

ID#: 151012-011011-0026527

### **Prohibited Use of Trade Name or Mark – AP Region, LAC Region, and U.S. Region (Updated)**

In the U.S. Region or in a U.S. Territory, a Member may use the Marks of the American Express Company, Discover Financial Services, MasterCard Worldwide (including Maestro) or the subsidiaries or affiliates of these entities, or other entities deemed competitive by Visa, on U.S. Covered Visa Debit Cards, as specified in the *Visa Product Brand Standards*.

ID#: 151012-011011-0026532

### **Cirrus Wordmark - LAC Region**

An LAC Issuer whose Visa Cards participated in the Cirrus network on 31 March 2010 may continue to do so under the following conditions:

- The Issuer must not extend its use of the Cirrus Wordmark or functionality beyond the existing debit, credit, or prepaid Card product types or Visa Card Programs participating in the Cirrus network on 31 March 2010
- The Issuer must not allow the Cirrus Wordmark and functionality to continue on a Visa Card Program obtained through a Merger or an Acquisition

ID#: 111011-010410-0025674

### **Cirrus Wordmark - U.S. Region**

A U.S. Issuer whose Visa Cards participated in the Cirrus network on 31 March 2010 may continue to do so under the following conditions:

- The Issuer must not extend its use of the Cirrus Wordmark or functionality beyond the existing debit, credit, or prepaid Card product types or Visa Card Programs participating in the Cirrus network on 31 March 2010
- The Issuer must not allow the Cirrus Wordmark and functionality to continue on a Visa Card Program obtained through a Merger or an Acquisition

ID#: 111011-010410-0006306

# A2906

## Visa International Operating Regulations

---

### General Card Design

#### Card Design Considerations

All Card designs must comply with the *Visa Product Brand Standards*.

ID#: 010410-010410-0006160

#### Visa Mark Requirements

The Visa Brand Mark must:

- Appear as specified in the *Visa Product Brand Standards*
- Be placed on the front of the Card

ID#: 010410-010410-0006162

#### Other Marks Prohibition - AP Region, LAC Region, and U.S. Region (Updated)

In the U.S. Region or in a U.S. Territory, a Member may use Marks that are specifically related to bank card programs and/or services related to those programs on U.S. Covered Visa Debit Cards, as specified in the *Visa Product Brand Standards*.

ID#: 151012-011011-0026528

#### Requirements for Variations - U.S. Region

Any variation from the Card reproduction, printing, or embossing specifications and dimensions specified in the *Visa Product Brand Standards* requires the prior written consent of Visa.

Visa approval of a Card design does **not**:

- Replace the need for an Issuer to consult with its own legal counsel regarding the use of a Card design and any Mark
- Offer legal protection from possible infringement or other types of actions

ID#: 010410-010410-0006168

#### Other Marks Prohibition - U.S. Region (Updated)

For Visa Cards not defined as U.S. Covered Visa Debit Cards, a U.S. Member must not use Marks that are specifically related to bank card programs and/or services related to those programs, unless the U.S. Regional Operating Regulations expressly allow them.

ID#: 151012-010410-0006189

# A2907

## Visa International Operating Regulations

---

### Restrictions on Cards Bearing Photographs - U.S. Region

For Cards issued in the U.S. Region, a Card design bearing a photograph on the front of the Card:

- Must **not** bear any Visa Sponsorships, Visa-Owned Marks, or confusingly similar marks, logos, designations, or authenticating statements
- Must comply with the *Visa International Operating Regulations* and the *Visa Product Brand Standards*

ID#: 010410-010410-0006177

### Requirements for Cards Bearing Photographs - U.S. Region

Visa may require a U.S. Member to replace a Card containing a photograph that does not comply with the:

- *Visa International Operating Regulations*
- *Visa Product Brand Standards*

ID#: 010410-010410-0006178

## Member Identification

### Member Identification on Card

#### Permitted Member Identification (Updated)

The following may be printed on a Visa Card, as specified in the *Visa Product Brand Standards*:

- Certain Trade Names, including those of an Issuer, an Issuer's holding company Member, or an Issuer's agent member
- With the prior written consent of Visa:
  - Certain Marks associated with proprietary, local, regional, national, or multinational services
  - Marks to identify the services of the Issuer or Trade Names to identify the Member, in any color

ID#: 151012-010410-0006156

#### Member Identification Area - U.S. Region (Updated)

With the prior consent of Visa, any of the following may be printed in the Member identification area of a Visa Card issued by a U.S. Issuer:



# A2908

## Visa International Operating Regulations

---

- Certain Trade Names, including those of an Issuer, an Issuer's holding company that is eligible for membership, or an Issuer's Sponsored Member
- Any subsidiary of the above that is eligible for membership or solely engaged in banking activities

**Effective through 31 March 2013**, use of these Marks on all Visa Cards must comply with the Affinity Card specifications if the Marks are:

- Associated with products or services offered by an institution engaged in non-banking activities
- Not owned by the Issuer, its parent, subsidiaries, affiliates, or related companies in the case of an employee credit union

**Effective 1 April 2013**, use of these Marks on a Visa Card must comply with the Affinity/Co-Branded Card specifications in the *Visa International Operating Regulations* and the *Visa Product Brand Standards* if the Marks are:

- Associated with products or services offered by an institution engaged in non-banking activities
- Not owned by the Issuer, its parent, subsidiaries, affiliates, or related companies in the case of an employee credit union

ID#: 151012-010410-0007292

### Prohibited Language - U.S. Region (Updated)

Except as specified in the *Visa Product Brand Standards* for Visa Incentive Cards, advertising, promotional, or other language that is not an integral part of the identification of the Member's organization or service must not be printed in the Member identification area of a Visa Card issued by a U.S. Issuer.

Any promotional, marketing, or other language on Visa Incentive Cards must be approved by Visa.

ID#: 151012-010410-0006192

## Affinity/Co-Branded Card Programs

### Non-Member Marks on Cards

#### Issuer Affinity/Co-Branding Requirements - AP Region (Updated)

**Effective through 31 March 2013**, an AP Issuer of an Affinity Card Program or Co-Branded Card Program must:

- Comply with all *Visa International Operating Regulations* for Visa Card Programs
- Submit a completed "Affinity Card Program and Co-Branded Card Program Approval" form to Visa for each program launched

# A2909

## Visa International Operating Regulations

---

- Underwrite, issue, and maintain the accounts accessed by the Affinity Card Program or Co-Branded Card Program. Visa may approve variances to this subsection for mortgage originator programs, pastoral companies, and superannuation funds in Australia, subject to assessment of the risk and eligibility of each request.

In addition, before Visa approval, an Issuer may be required to provide information concerning the reputation and financial standing of an affinity or co-brand partner.

ID#: 151012-010410-0001664

### **Affinity/Co-Branding Partner Eligibility Requirements - AP Region (Updated)**

**Effective through 31 March 2013**, an affinity partner or co-branding partner must:

- Be sponsored by an AP Issuer
- **Not** be an organization that is eligible for membership
- **Not** be an organization deemed to be a competitor of Visa

ID#: 151012-010410-0001663

### **Affinity and Co-Branding Program Documentation Requirements - AP Region (Updated)**

**Effective through 31 March 2013**, an AP Issuer must provide Visa with documentation of the following:

- Acknowledgement from the affinity partner or co-branding partner that Visa owns the rights to all Visa-Owned Marks
- Acknowledgement from the affinity partner or co-branding partner that the Issuer has the right to use the partner's name and/or logo on the Affinity Card Program or Co-Branded Card Program
- A trademark search has been performed by the Issuer, and Visa is indemnified and **not** responsible for any disputes and legal costs that may arise from use of that Trade Name or Mark

ID#: 151012-010410-0001665

### **Non-Member Marks on Cards - CEMEA Region (Updated)**

**Effective through 31 March 2013**, in the CEMEA Region, with the prior written approval of Visa, a Member may include, within the Member identification area of its Visa and Visa Electron Cards, the Trade Name or Mark of up to 2 organizations not eligible for membership in Visa.

ID#: 151012-010410-0008640

# A2910

## Visa International Operating Regulations

---

### Non-Member Marks on Card Requirements - CEMEA Region (Updated)

**Effective through 31 March 2013**, for all Cards issued in the CEMEA Region with the Trade Name or Mark of up to 2 non- Members the Issuer must ensure that the non-Member(s) does **not**:

- Maintain a contractual relationship with the Cardholder where the use of a Card accesses an account that the non-Member establishes, maintains, manages, or underwrites
- Directly or indirectly control or exercise controlling influence over the management or policies of the Issuer
- Finance more than 25% of the receivables arising out of the program
- Perform the credit evaluation of the applicant, billing of the Cardholder, or Visa customer service in connection with the non-Member Marks program
- Be an organization deemed to be a competitor of Visa

ID#: 151012-010410-0007233

### Non-Member Marks on Card Advertising/Promotional Language - CEMEA Region (Updated)

**Effective through 31 March 2013**, for all Cards with non- Member Marks issued by a CEMEA Issuer, advertising, promotional, or other language that is not an integral part of the non-Member Trade Name or Mark is **not** permitted.

ID#: 151012-010410-0007247

### Non-Member Trade Name or Mark Requirements - CEMEA Region (Updated)

**Effective through 31 March 2013**, for all Cards with non- Member Marks issued by a CEMEA Issuer, the non-Member Trade Name or Mark must be that usually used in the non-Member's corporate identity and advertising materials. The non-Member Trade Name or Mark must be a registered trademark. Where used, the Trade Name or Mark must **not**:

- Compromise any of the required Card features specified in the *Visa Product Brand Standards*
- Bear any FIFA or Olympic Marks, logos, designation, or authentication statements or any of Visa's other sponsorship assets
- Bear any political, provocative or other image or Mark that may, as determined by Visa, result in non-acceptance or other problems at the Point-of-Transaction

ID#: 151012-010410-0007246

# A2911

## Visa International Operating Regulations

---

### **Back of the Card with Non-Member Marks - CEMEA Region (Updated)**

**Effective through 31 March 2013**, with the prior written approval of Visa, the back of a Card issued by a CEMEA Issuer may contain the Trade Name or Mark of organizations not eligible for membership in Visa.

ID#: 151012-010410-0007236

### **Affinity/Co-Branding Card Issuance - LAC Region (Updated)**

**Effective through 31 March 2013**, with the prior written consent of Visa, an LAC Member may issue Affinity/Co-Branding Cards, as specified in the LAC Regional Operating Regulations.

ID#: 151012-010410-0007415

### **Copy of Affinity and Co-Branding Contract and/or Collateral Material - LAC Region (Updated)**

**Effective through 31 March 2013**, Visa has the right to request a copy of the contract with the Affinity/Co-Branding Partner and/or marketing collateral material used in the program to determine compliance with the Affinity/Co-Branding Program ownership and control requirements in the LAC Regional Operating Regulations.

ID#: 151012-010410-0001652

### **Requests for Affinity/Co-Branding Program Information - LAC Region (Updated)**

**Effective through 31 March 2013**, an LAC Member or Affinity/Co-Branding Partner must provide information requested by Visa in order to determine whether its Affinity/Co-Branding Program complies with the LAC Regional Operating Regulations.

ID#: 151012-010410-0001653

### **Affinity/Co-Branding Program Ownership Requirement - LAC Region (Updated)**

**Effective through 31 March 2013**, an LAC Issuer must own and control the Affinity/Co-Branding Program. The Affinity/Co-Branding Partner must **not** control the Affinity/Co-Branding Program.

ID#: 151012-010410-0001649

# A2912

## Visa International Operating Regulations

---

### Determination of Affinity/Co-Branding Program Ownership - LAC Region (Updated)

**Effective through 31 March 2013**, Visa (subject to delegation and approval by the Board of Directors) determines whether the program is owned and controlled by the LAC Member or the Affinity/Co-Branding Partner. The decision is based on the LAC Issuer's entire relationship with the Affinity/Co-Branding Partner, including, but **not** limited to, the following:

- Whether the Member:
  - Establishes program management policies, such as setting credit criteria and making Cardholder credit decisions
  - Is at risk as the owner of the program
  - Actively ensures that its policies and guidelines are implemented
- The Issuer's role in setting the fees and rates for Affinity/Co-Branding Program products and services
- Whether all or part of the receivables are financed with the Affinity/Co-Branding Partner
- The degree to which the Issuer, not the Affinity/Co-Branding Partner, is portrayed as the owner of the Affinity/Co-Branding Program
- The extent to which the Issuer provides all or part of the program operations, such as customer service and collections

ID#: 151012-010410-0001651

### Second Line of Credit for On-Us Transactions - LAC Region (Updated)

**Effective through 31 March 2013**, an LAC Affinity/Co-Branding Partner may establish a second line of credit for On-Us Transactions. Access to the second line of credit is restricted to Transactions completed at an Affinity/Co-Branding Partner's Merchant Outlet for goods or services. The amount of the second line of credit must **not** exceed the amount of the primary line of credit.

**Effective 1 April 2013**, an LAC Affinity/Co-Brand Partner may establish a second line of credit for On-Us Transactions. Access to the second line of credit is restricted to Transactions completed at the Affinity/Co-Brand Partner's Merchant Outlet for goods or services. Such Transactions are considered Visa Transactions.

The amount of the second line of credit must not exceed the amount of the primary line of credit.

ID#: 151012-010410-0007302

### Affinity/Co-Branding Visa Transaction - LAC Region (Updated)

**Effective through 31 March 2013**, an On-Us Transaction from an LAC Affinity/Co-Branding Partner is considered a Visa Transaction.

ID#: 151012-010410-0001654

# A2913

## Visa International Operating Regulations

---

### **Affinity/Co-Branding Reporting Requirements - LAC Region (Updated)**

**Effective through 31 March 2013**, an LAC Issuer must report separately the following information about its Affinity/Co-Branding Program:

- Number of Affinity/Co-Branding Visa Cards
- Sales volume on its Quarterly Operating Certificate

ID#: 151012-010410-0001657

### **Affinity/Co-Branding Communications Standards - LAC Region (Updated)**

**Effective through 31 March 2013**, in all communications and Collateral Materials, the product must **not** state or imply that any institution other than the LAC Member is the Issuer of the Card. An Affinity/Co-Branding Partner's Trade Name or Mark must **not** be positioned as adding superior acceptability of the Visa Card at the Point-of-Transaction. The Visa Brand Name or Trade Mark must be prominently featured or at least be of the same size of those owned by the Issuer or its Affinity/Co-Branding Partner. Visa may request samples of the Collateral Material.

ID#: 151012-010410-0001658

### **Affinity/Co-Branding Partner Marks Display - LAC Region (Updated)**

**Effective through 31 March 2013**, Visa may require modification of any display of an LAC Affinity/Co-Branding Partner's Trade Name or Mark at a Merchant Outlet if Visa determines that the display adversely affects the Visa brand.

ID#: 151012-010410-0004923

### **Affinity/Co-Branding Program Modification - LAC Region (Updated)**

**Effective through 31 March 2013**, if Visa determines that any provisions of an LAC Affinity/Co-Branding Program have been violated, Visa may require modification of the program, including, but **not** limited to:

- Assignment of the program to a third party
- Suspension or termination of the program
- Fines

ID#: 151012-010410-0001650

### **Termination of Affinity and Co-Branding Program - LAC Region (Updated)**

**Effective through 31 March 2013**, if an LAC Member violates any provisions of the Affinity/Co-Branding Program, Visa may, with 90 calendar days' prior written notice, impose penalties, including:

# A2914

## Visa International Operating Regulations

---

- Fines
- Termination of the Affinity/Co-Branding Program

ID#: 151012-010410-0001659

## Global Co-Branded Card Program Requirements

### Co-Branding Partner Reputation and Financial Standing (Updated)

An Issuer participating in a Global Co-Branding Partnership may be required to provide information about the reputation and financial standing of the Global Co-Branding Partner before approval of the individual program.

ID#: 151012-010410-0004056

### Co-Branding Partnership Approval Documentation Requirements (Updated)

A Global Co-Branding Partner and Issuer must provide a dossier of proprietary and public information for approval to Visa, including:

- "Co-Branding Partnership Regional Approval Form" for each proposed Interregional and Intraregional co-branding program
- Global Co-Branding Partners' Marks and design guidelines (including color proofs) or evidence that a trademark search has been conducted
- Color proofs

ID#: 151012-010410-0004052

### Co-Branding Partner Eligibility (Updated)

A Global Co-Branding Partner must:

- Be sponsored by an Issuer
- **Not** be eligible for Visa membership
- **Not** be an entity deemed to be a competitor of Visa

ID#: 151012-010410-0004053

### Co-Branding Partnership Requirements (Updated)

A Global Co-Branding Partnership participant must comply with:

- **Effective 1 April 2013**, the requirements specified in "Affinity/Co-Branded Card Program Requirements"

# A2915

## Visa International Operating Regulations

---

- Applicable law or regulation

ID#: 151012-010410-0004054

### Co-Branding Issuer Qualification and Notification (Updated)

An Issuer participating in a Global Co-Branding Partnership must:

- Be a qualified Issuer in countries where Global Co-Branded Cards will be issued
- Notify Visa of planned interregional and intraregional Global Co-Branding Partnership expansion

ID#: 151012-010410-0004055

### Affinity/Co-Branded Card Program Requirements

#### Affinity/Co-Branded Card Issuance (New)

**Effective 1 April 2013**, an Issuer of Affinity/Co-Branded Cards must:

- Submit a completed Affinity/Co-Brand Application (available through Visa Online) and obtain written approval from Visa for each Affinity/Co-Brand Program before issuing Affinity/Co-Branded Cards
- Only issue Affinity Co-Branded Cards to residents of the Visa Region in which the Issuer is located

If requested by Visa, the Issuer must provide additional documentation, including:

- The agreement between the Issuer and the Affinity/Co-Brand Partner
- Collateral Material
- Information regarding the reputation and financial standing of the Affinity/Co-Brand Partner
- Other documentation

In the Canada Region, a General Member and the Affinity/Co-Brand Partner must complete all required documentation and agreements required by the applicable Mark owners. *(This only applies in the Canada Region.)*

ID#: 151012-010413-0027363

#### Affinity/Co-Brand Partner Eligibility Requirements (New)

**Effective 1 April 2013**, an Affinity/Co-Brand Partner must not be an organization:

- That is eligible for membership
- Deemed to be a competitor of Visa

ID#: 151012-010413-0027364



# A2916

## Visa International Operating Regulations

---

### Affinity/Co-Brand Program Ownership and Control (New)

**Effective 1 April 2013**, the Issuer must<sup>[18]</sup>:

- Own and control an Affinity/Co-Brand Program
- Underwrite, issue, and maintain the account associated with an Affinity/Co-Branded Card
- Always be portrayed as the owner of the Affinity/Co-Brand Program.

Visa may determine whether an Affinity/Co-Brand Program is owned and controlled by the Issuer. The decision is based on the Issuer's entire relationship with the Affinity/Co-Brand Partner including, but not limited to, the following:

- Whether the Issuer controls or exercises controlling influence over the management policies with respect to the Affinity/Co-Brand Program
- The extent to which the Issuer conducts credit evaluations, participates in Cardholder billing, or provides customer services in connection with the Affinity/Co-Brand Program
- Whether all or part of the receivables are financed by the Affinity/Co-Brand Partner

ID#: 151012-010413-0027365

### Affinity/Co-Branded Card Requirements (New)

**Effective 1 April 2013**, an Affinity/Co-Branded Card must comply with all Affinity/Co-Branded Card requirements as specified in the *Visa Product Brand Standards*.

ID#: 151012-010413-0027366

### Sponsorship Marks on Affinity/Co-Branded Cards (New)

**Effective 1 April 2013**, Sponsorship Marks and associated logos, designations, and authenticating statements may be used on an Affinity/Co-Branded Card, provided that the Issuer obtains prior written approval from Visa. Such uses will be permitted in limited circumstances and are subject to approval of the applicable authorities.

ID#: 151012-010413-0027367

### Affinity/Co-Branded Card Marks Prohibitions (New)

**Effective 1 April 2013**, an Affinity/Co-Branded Card must not bear:

- A Mark or name similar to an existing Visa program or service

---

<sup>18</sup> In the AP Region, Visa may approve variances to this requirement for mortgage originator programs, pastoral companies, and superannuation funds in Australia, subject to assessment of the risk and eligibility of each request.

# A2917

## Visa International Operating Regulations

---

- A Mark or image that is political, provocative or socially offensive, as determined by Visa, that would result in non-acceptance or other issues at the Point-of-Transaction

ID#: 151012-010413-0027368

### **Affinity/Co-Brand Program Positioning and Advertising (New)**

**Effective 1 April 2013**, an Affinity/Co-Branded Card Issuer must:

- Position the Card as a " Visa Card" <sup>[19]</sup>
- Refer to the Affinity/Co-Branded Card as a "Visa Card" in all Collateral Material
- Ensure that all Collateral Material and Cards clearly state that the Member is the Issuer of the Card
- Ensure that the Visa Brand Name or Visa Brand Mark is prominently featured or is at least the same size as Marks owned by the Issuer and the Affinity/Co-Brand Partner on all Collateral Material
- Not position the Card as adding superior acceptability at the Point of Transaction
- Not state or imply that the Affinity/Co-Branded Card is accepted only by a particular Merchant or class of Merchants

The Issuer must be portrayed as the owner of the Affinity/Co-Branded Program.

The Affinity/Co-Brand Partner must not state or imply that the Affinity/Co-Brand Card is owned or issued by the Affinity/Co-Brand Partner.

Visa may prohibit the use of any materials that denigrate the Visa brand.

ID#: 151012-010413-0027369

### **Affinity/Co-Branded Card Transaction Processing (New)**

**Effective 1 April 2013**, all Transactions completed with an Affinity/Co-Branded Card (including On-Us Transactions) must be processed and treated as a Visa Transaction, unless prohibited by applicable law or regulation.

An exception to this requirement applies in the U.S. Region as specified in "PIN-Debit Network Requirements - U.S. Region."

A limited exception is allowed in the U.S. Region for Campus Cards to facilitate closed-loop proprietary campus transactions and permit the use of campus identification/access applications. A Campus Card must still be positioned as a Visa Card, but with the additional functionality noted here.

ID#: 151012-010413-0027370

---

<sup>19</sup> A limited exception is allowed in the U.S. Region for Campus Cards to facilitate closed-loop proprietary campus transactions and permit the use of campus identification/access applications. A Campus Card must still be positioned as a Visa Card, but with the additional functionality noted here.

# A2918

## Visa International Operating Regulations

---

### **Affinity/Co-Branded Card Account Access (New)**

**Effective 1 April 2013**, an Affinity/Co-Branded Card must not be used to debit any credit, charge, payment, or deposit account other than the account maintained by the Issuer in connection with that Affinity/Co-Branded Card.

A variance to this requirement applies in the LAC Region as specified in "Second Line of Credit for On-Us Transactions – LAC Region."

ID#: 151012-010413-0027371

### **Affinity/Co-Branded Card Rules for Proprietary Cards Bearing the Plus Symbol (New)**

**Effective 1 April 2013**, the Affinity/Co-Branded Card rules do not apply to Proprietary Cards bearing the Plus Symbol, and no other Visa Marks, on which a non-Member Identification appears.

ID#: 151012-010413-0027372

### **Visa Requests for Affinity/Co-Brand Program Information (New)**

**Effective 1 April 2013**, a Member must submit the following to Visa upon request to determine compliance with the Affinity/Co-Branded Card program requirements:

- Any and all contracts with the Affinity/Co-Brand Partner
- Any other documentation relative to the Affinity/Co-Brand Program

ID#: 151012-010413-0027373

### **Determination of Affinity/Co-Brand Program Violations (New)**

**Effective 1 April 2013**, if Visa determines that any provisions of the Affinity/Co-Branded Card program requirements have been violated, Visa may:

- Require modification of the program, including, but not limited to:
  - Assignment of the program to a third party
  - Suspension of the program
- Impose fines or terminate the program with 90 calendar days' written notice

ID#: 151012-010413-0027374

# A2919

## Visa International Operating Regulations

---

### **Affinity Card Issuance - Canada Region (Updated)**

**Effective through 31 March 2013**, with the prior written consent of Visa, a General Member in the Canada Region may issue Affinity Cards as specified in the Canada Regional Operating Regulations.

ID#: 151012-010410-0001667

### **Affinity Co-Branded Card Issuance - Canada Region (Updated)**

**Effective through 31 March 2013**, with the prior written consent of Visa and provided that consent has not been withdrawn, Cards issued by a General Member in the Canada Region and displaying the corporate name or Trade Name of that General Member on the front of the Card may bear the name, Trade Name, or Mark of up to 2 Affinity Participants in conjunction with the General Member's Affinity Card Program if it appears either:

- In the Member identification area on the front of the Affinity Card
- On the back of the Affinity Card in the area not covered by the signature panel or Magnetic Stripe

**Effective 1 April 2013**, with the prior written consent of Visa and provided that consent has not been withdrawn, a Card issued by a General Member in the Canada Region and displaying the corporate name or Trade Name of that General Member on the front of the Card<sup>[20]</sup> may bear the name, Trade Name, or Mark of an Affinity/Co-Brand Partner(s) in conjunction with the General Member's Affinity/Co-Brand Program if it appears either:

- In the Member identification area on the front of the Affinity/Co-Branded Card
- On the back of the Affinity/Co-Branded Card in the area not covered by the signature panel or Magnetic Stripe

ID#: 151012-010410-0001678

### **Affinity Program Documentation Requirements - Canada Region (Updated)**

**Effective through 31 March 2013**, a General Member in the Canada Region must follow the Visa Affinity Card Program application submission process and receive written consent from Visa before launching an Affinity Card program.

**Effective through 31 March 2013**, upon Visa request, a Canada Member must submit a copy of the *Affinity Participant Agreement* and any other contracts or documentation relative to an Affinity Card Program.

ID#: 151012-010410-0001668

---

20 An exception to this requirement applies to Visa Prepaid Cards and Visa Commercial Cards.

# A2920

## Visa International Operating Regulations

---

### Affinity Program Approval - Canada Region (Updated)

**Effective through 31 March 2013**, a General Member in the Canada Region must **not** produce Collateral Material, solicit prospective Cardholders, or issue Affinity Cards until Visa has approved and returned the "Visa Canada Affinity Program Approval Form" (Exhibit CAN-3) to the General Member.

ID#: 151012-010410-0001669

### Affinity Card Requirements - Canada Region (Updated)

**Effective through 31 March 2013**, an Affinity Card issued by a Canada Issuer must:

- Be a Visa Card
- Be referred to as a "Visa Card"
- Be issued only to residents of Canada

ID#: 151012-010410-0001671

### Affinity Card Restrictions - Canada Region (Updated)

**Effective through 31 March 2013**, an Affinity Card issued by a Canada Issuer must **not**:

- Be used to debit any credit, charge, payment, or deposit account other than the account maintained by the General Member in connection with that Affinity Card
- Contain any number or other device that may be used to effect a point-of-sale Transaction, other than the Account Number

ID#: 151012-010410-0001670

### Affinity Program Member Requirements - Canada Region (Updated)

**Effective through 31 March 2013**, a General Member in the Canada Region sponsoring an Affinity Participant agrees to comply with the following terms:

- The General Member owns and controls the Affinity Program
- The Affinity Participant does **not** directly or indirectly own, control, or exercise controlling influence over the Affinity Card Program
- The General Member, and **not** the Affinity Participant, is portrayed as the owner of the Affinity Card Program
- The Affinity Participant does **not** provide payment card services or advertise that it is providing payment card services

# A2921

## Visa International Operating Regulations

---

- The General Member provides printed, broadcasted, or other materials used to solicit applications for Cards or to communicate with holders of Cards, or to otherwise advertise the Affinity Card Program
- The Affinity Participant is acting pursuant to the direct instructions of the General Member to the extent any materials used to promote the Affinity Card Program are prepared by the Affinity Participant
- All materials used to promote the Affinity Card Program have been reviewed by the General Member, and will **not** be distributed without the prior approval of the General Member

ID#: 151012-010410-0001672

### Determination of Affinity Program Ownership and Control - Canada Region (Updated)

**Effective through 31 March 2013**, Visa may request from a General Member in the Canada Region all documentation relative to an Affinity Card Program and make a determination whether the General Member has sufficient ownership and control of the Affinity Card Program. The decision may be based on the General Member's entire relationship with the Affinity Participant, and may take into account the following factors:

- Whether the General Member:
  - Establishes program management policies, such as setting credit criteria and making Cardholder credit decisions
  - Is at risk as the owner of the program
  - Actively ensures that its policies and guidelines are implemented
- The General Member's role in setting fees and rates for the Affinity Card Program products and services
- Whether all or part of the receivables are financed with the Affinity Participant
- The degree to which the General Member, not the Affinity Participant, is portrayed as the owner of the Affinity Program
- The extent to which the General Member provides all or part of the program operations, such as customer service and collections

ID#: 151012-010410-0001673

### Terms of the Affinity Participant Agreement - Canada Region (Updated)

**Effective through 31 March 2013**, a General Member in the Canada Region must ensure that an Affinity Participant acknowledges and agrees to at least the following provisions, which must be substantially reproduced in the Affinity Participant Agreement:

- The General Member owns and controls the Affinity Card Program
- To the extent the Affinity Participant prepares materials to promote the Affinity Card Program that contains Visa-Owned Marks, it does so pursuant to direct instructions from the General Member, and the General Member's use of the Visa-Owned Marks is governed by the *Visa International Operating Regulations* and Canada Regional Operating Regulations

# A2922

## Visa International Operating Regulations

---

- The incorporation of Visa-Owned Marks in materials to promote the Affinity Card Program must be reviewed and approved by the General Member to confirm that it conforms to the terms and conditions of the *Visa International Operating Regulations* and Canada Regional Operating Regulations, to which the General Member confirms receipt
- Acknowledge that Visa owns the Visa-Owned Marks
- Ensure that the Affinity Participant's display of the Visa-Owned Marks as expressly directed by the General Member is limited to the Affinity Card Program
- Provide samples of any Affinity Card and related Collateral Material upon request to the General Member or Visa, as appropriate
- Ensure that the Affinity Participant does **not** represent to the public that use of an Affinity Card will create indebtedness to the Affinity Participant
- Acknowledge the right of Visa to withdraw its consent to the Affinity Card Program if either the:
  - General Member or Affinity Participant (on behalf of the General Member) violates the Canada Regional Operating Regulations, policies of the Canada Region, or Affinity Participant Agreement
  - Affinity Participant does **not** meet the conditions of the Canada Regional Operating Regulations for approval of the use of its name, Trade Name, or Mark on Affinity Cards and related Collateral Material as such conditions are amended from time to time

ID#: 151012-010410-0001675

### Owner and Issuer of Affinity Card - Canada Region (Updated)

**Effective through 31 March 2013**, an Affinity Card issued by a Canada Issuer must clearly disclose that the General Member is issuing and is the owner of the Affinity Card, and it must be clear from the Affinity Card design that the Affinity Card is issued by the General Member and **not** by the Affinity Participant.

ID#: 151012-010410-0001677

### Affinity Program Issuer Identification - Canada Region (Updated)

**Effective through 31 March 2013**, it must be clear from the Collateral Material that an Affinity Card is issued by the General Member in the Canada Region and not by the Affinity Participant.

ID#: 151012-010410-0001679

### Affinity Program Collateral Material - Canada Region (Updated)

**Effective through 31 March 2013**, on all Collateral Material for an Affinity Card issued by a Canada Issuer, the:

- Corporate name or Trade Name of the General Member must be clearly disclosed as the owner and Issuer of the Affinity Card

# A2923

## Visa International Operating Regulations

---

- Affinity Participant must **not** state or imply that the Affinity Card is owned or issued by the Affinity Participant
- Affinity Participant must **not** state or imply that the Affinity Card is accepted only by a particular Merchant or class of Merchants

ID#: 151012-010410-0001680

### Affinity Program Communications - Canada Region (Updated)

**Effective through 31 March 2013**, a General Member in the Canada Region issuing an Affinity Card must refer to the Affinity Card as a "Visa Card" in all communications regarding its Affinity Card Program.

ID#: 151012-010410-0001681

### Affinity Program Criteria - Canada Region (Updated)

**Effective through 31 March 2013**, communications for an Affinity Card issued by a Canada Issuer and related Collateral Material may bear the Trade Name or Mark of an Affinity Participant only if all of the following criteria are met:

- Affinity Participant has a good reputation and is financially sound
- Affinity Participant's name, Trade Name, or Mark is recognized on a national, provincial, regional, or local basis
- Proposed program complies with the *Visa International Operating Regulations* and the Canada Regional Operating Regulations
- If the Affinity Participant is a Merchant, it accepts all Cards, including all Affinity Cards, where its goods or services are available for purchase
- Affinity Participant and each of its affiliates directly or indirectly do **not**:
  - Control or exercise controlling influence over the management or policies of the General Member with respect to the Affinity Card Program
  - Share, participate, or assist in the funding of more than 25% of the receivables at any time outstanding, due to use of its Affinity Cards, whether by loans, deposits, purchase, or financing of receivables, loan guarantees, or otherwise
  - Conduct credit evaluations, participate in billings, or provide customer services in connection with its Affinity Card Program

ID#: 151012-010410-0001682



# A2924

## Visa International Operating Regulations

---

### **Affinity Program Collateral Material Submission - Canada Region (Updated)**

**Effective through 31 March 2013**, a General Member in the Canada Region must submit all Collateral Materials, including solicitations, print advertisements, and telemarketing scripts, regarding any Affinity Card Program to Visa upon request.

ID#: 151012-010410-0001683

### **Affinity Card Rules for Proprietary Cards Bearing the Plus Symbol - Canada Region (Updated)**

**Effective through 31 March 2013**, the Canada Affinity Card rules do **not** apply to Proprietary Cards bearing the Plus Symbol and no other Visa Marks on which a non- Member Identification appears.

ID#: 151012-010410-0001684

### **Affinity Card Rules for Visa Commercial Cards - Canada Region (Updated)**

**Effective through 31 March 2013**, the Canada Affinity Card rules do not apply to Business, Corporate, or Purchasing Cards on which a non- Member Identification appears.

ID#: 151012-010410-0001685

### **Violation of Affinity Card Program Regulations - Canada Region (Updated)**

**Effective through 31 March 2013**, if it determines that any provisions of the Canada Affinity Card Program have been violated, Visa may:

- Require modification of the program, including, but **not** limited to:
  - Assignment of the program to a third party
  - Suspension or termination of the program
- Impose fines or terminate the program on 30 calendar days' written notice
- Terminate an Affinity Card Program, without cause, with at least 60 calendar days' prior written notice to the General Member and Affinity Participant

ID#: 151012-010410-0001674

# A2925

## Visa International Operating Regulations

---

### Affinity Program Participation Requirements - U.S. Region (Updated)

**Effective through 31 March 2013**, with the prior written consent of Visa a Member may issue Affinity Cards as specified in the U.S. Regional Operating Regulations and *Visa U.S.A. Inc. Certificate of Incorporation and Bylaws*. Except as specifically stated to the contrary, all other Operating Regulations apply to Affinity Cards, without modification.

ID#: 151012-010410-0001600

### Affinity Program Communications - U.S. Region (Updated)

**Effective through 31 March 2013**, a U.S. Visa Card Issuer must refer to its Affinity Card as a "Visa Card" in all communications regarding its Visa Affinity Card program.

ID#: 151012-010410-0001614

### Affinity Program Issuer Identification - U.S. Region (Updated)

**Effective through 31 March 2013**, Affinity Cards and Cardholder communications must **not** state or imply that any institution other than the U.S. Member is the Issuer of the Card. A Card is deemed to comply with this requirement if it:

- Bears only the Affinity Partner's Trade Name or Mark on the front
- Satisfies Issuer identification requirements specified in the *Visa International Operating Regulations* and the *Visa Product Brand Standards*

ID#: 151012-010410-0001615

### Affinity Program - Superior Acceptability - U.S. Region (Updated)

**Effective through 31 March 2013**, an Affinity Card issued by a U.S. Issuer or an Affinity Partner's Trade Name or Mark may **not** be positioned as adding superior acceptability of the Visa Card at the Point-of-Transaction.

ID#: 151012-010410-0001616

### Visa Brand Mark in Affinity Program Collateral Material - U.S. Region (Updated)

**Effective through 31 March 2013**, the Visa Logotype or Visa Flag Symbol or Visa Brand Mark must be prominently featured in all Collateral Material regarding any U.S. Affinity Card program.

ID#: 151012-010410-0001617

# A2926

## Visa International Operating Regulations

---

### **Affinity Program Visa Brand Mark Display - U.S. Region (Updated)**

**Effective through 31 March 2013**, if the Affinity Card or Affinity Partner's Mark appears as part of any written communication regarding any aspect of the U.S. Visa Affinity Card program, the Visa Logotype or Visa Flag Symbol or Visa Brand Mark must also be at least equally and prominently displayed.

ID#: 151012-010410-0001618

### **Submission of Affinity Program Collateral Material and Solicitations - U.S. Region (Updated)**

**Effective through 31 March 2013**, upon request, a U.S. Member must submit all Collateral Material regarding any Affinity Card program, including solicitations, print advertisements, and telemarketing scripts, to Visa for approval.

**Effective through 31 March 2013**, Visa may prohibit the use of any material that denigrates the Visa Brand Mark or the Visa Brand Name, or for any other reason Visa deems appropriate.

**Effective through 31 March 2013**, Visa review of the Member's materials should not be construed as legal approval against potential third-party claims.

ID#: 151012-010410-0007458

### **Restricted Affinity Card Issuance - U.S. Region (Updated)**

**Effective through 31 March 2013**, a U.S. Member may issue an Affinity Card only to a resident of the United States of America.

ID#: 151012-010410-0003830

### **Affinity Program Positioning, Acceptance, and Accounts - U.S. Region (Updated)**

**Effective through 31 March 2013**, a U.S. Visa Affinity Card Issuer must **not**:

- Position the Affinity Card as something other than a Visa Card <sup>[21]</sup>
- Position its Trade Name or Mark as adding superior acceptability of the Card at the Point-of-Transaction
- Designate or design any of its Affinity Cards, whether through the use of a Trade Name, Mark, numbering scheme, code on the Magnetic Stripe, or any other device or means, in order to either:
  - Permit exclusive or preferential acceptance of any of its Affinity Cards by any Merchant or any Affiliated-merchant that is affiliated with the Member
  - Allow any Transaction involving use of these Cards to be treated as other than a Visa Transaction for all purposes, except as specified in "PIN-Debit Network Requirements - U.S. Region" <sup>[22]</sup>

# A2927

## Visa International Operating Regulations

---

- Allow its Affinity Cards to be used to debit any credit, charge, or asset account other than the Visa account maintained by the Issuer in connection with the Affinity Card, when that Affinity Card is presented to a Visa Merchant

ID#: 151012-010410-0001603

### Affinity Program Ownership Requirement - U.S. Region (Updated)

**Effective through 31 March 2013**, a U.S. Issuer must own and control its Affinity Card program. The Affinity Partner must **not** directly or indirectly own, control, or exercise controlling influence over the Affinity Card program.

ID#: 151012-010410-0001605

### Affinity Program Ownership Portrayal - U.S. Region (Updated)

**Effective through 31 March 2013**, a U.S. Member must ensure that the Issuer, not the Affinity Partner, is portrayed as the owner of the Affinity Card program.

ID#: 151012-010410-0001606

### Determination of Affinity Program Ownership - U.S. Region (Updated)

**Effective through 31 March 2013**, Visa may determine whether the U.S. Affinity Card program is owned and controlled by the Member. The decision is based on the Issuer's entire relationship with the Affinity Partner, including, but not limited to, the following:

- Whether the Issuer:
  - Establishes program management policies, such as setting credit criteria and making Cardholder credit decisions
  - Is at risk as the owner of the program
  - Actively ensures that its policies and guidelines are implemented
- The Issuer's role in setting fees and rates for Affinity Card program products and services
- Whether all or part of the receivables are financed with the Affinity Partner
- The degree to which the Issuer, not the Affinity Partner, is portrayed as the owner of the Affinity Card program
- The extent to which the Issuer provides all or part of the program operations, such as customer service and collections

ID#: 151012-010410-0001608

---

21 A limited exception is allowed for Campus Cards to facilitate closed-loop proprietary campus transactions and permit the use of campus identification/access applications. A Campus Card must still be positioned as a Visa Card, but with the additional functionality noted here.

22 A limited exception is allowed for Campus Cards to facilitate closed-loop proprietary campus transactions and permit the use of campus identification/access applications. A Campus Card must still be positioned as a Visa Card, but with the additional functionality noted here.

# A2928

## Visa International Operating Regulations

---

### Affinity/Co-Branded Card Issuer Identification - U.S. Region (Updated)

**Effective through 31 March 2013**, if the U.S. Issuer's Trade Name or Mark does not appear on the front of the Affinity Card, the following language must be clearly legible on the back of the Card, in addition to, or instead of, other Issuer identification: "This Card is issued by (Issuer name) pursuant to a license from Visa U.S.A. Inc."

**Effective 1 April 2013**, if the U.S. Issuer's Trade Name or Mark does not appear on the front of the Affinity/Co-Branded Card, the following language must be clearly legible on the back of the Card, in addition to, or instead of, other Issuer identification: "This Card is issued by (Issuer name) pursuant to a license from Visa U.S.A. Inc."

ID#: 151012-010410-0001701

### Visa Requests for Affinity Program Information - U.S. Region (Updated)

**Effective through 31 March 2013**, upon Visa request, a U.S. Member must submit the following to Visa to determine compliance with "Affinity Program Ownership Requirement - U.S. Region":

- Any and all contracts with the Affinity Partner
- Any other documentation relative to the Affinity Card program

ID#: 151012-010410-0001607

### Sponsorship Marks on Affinity Cards - U.S. Region (Updated)

**Effective through 31 March 2013**, Visa Sponsorships, logos, designations, and authenticating statements may be used on an Affinity Card issued by a U.S. Issuer, provided that the Issuer obtains prior written approval from Visa. Such uses will be permitted in limited circumstances and are subject to approval of the applicable authorities.

ID#: 151012-010410-0001702

### Affinity Program Compliance - U.S. Region (Updated)

**Effective through 31 March 2013**, a U.S. Member or Affinity Partner must provide information requested by Visa in order to determine whether its Affinity Card program complies with the U.S. Regional Operating Regulations.

ID#: 151012-010410-0001610

### Determination of Affinity Program Violation - U.S. Region (Updated)

**Effective through 31 March 2013**, if it determines that any provisions of the U.S. Affinity Card program have been violated, Visa may:

- Require modification of the program, including, but **not** limited to:

# A2929

## Visa International Operating Regulations

---

- Assignment of the program to a third party
- Suspension or termination of the program
- Fines
- Impose fines or terminate the program on 30 calendar days' written notice
- Terminate an Affinity Card program, without cause, with at least 180 calendar days' prior written notice to the U.S. Member and Affinity Partner

ID#: 151012-010410-0001611

### Appeal Rights for Affinity Program Termination - U.S. Region (Updated)

**Effective through 31 March 2013**, if Visa terminates a U.S. Affinity Card program, the Member may appeal the termination to the Board of Directors by providing written notice to Visa within 30 calendar days of receipt of Notification.

The Board's decision is final.

ID#: 151012-010410-0007407

## Brand Positioning

### Card and Product Positioning

#### Design Approval for Cards and Displays

A Member must submit proposed designs for all Cards and Point-of-Transaction displays to Visa for written approval:

- Before production
- Each time the design is changed

ID#: 010410-010410-0006146

#### Visa Product Name

If a Member uses a Visa Product Name or any Visa-Owned Mark in typed or printed text, it must comply with *the Visa International Operating Regulations* and the *Visa Product Brand Standards*.

ID#: 010410-010410-0006155

#### Visa Card Product Name

A Member must **not**:

# A2930

## Visa International Operating Regulations

---

- Position any Visa Card as something other than a Visa Card
- Position a Visa Business, Visa Corporate, or Visa Purchasing Card as something other than a Visa Card for the payment of business expenditures
- Position its Trade Name or Mark as adding superior acceptance of the Card at the Point-of-Transaction

ID#: 010410-010410-0006153

### Card Reproduction Requirements

A Member:

- Must produce a Card as specified in the *Visa Product Brand Standards*
- Must **not** distribute or display a reproduction of a Card as an indication of acceptance of Visa products at the Point-of-Transaction

ID#: 010410-010410-0006329

### Positioning, Acceptance, and Accounts - U.S. Region

A U.S. Issuer must **not**:

- Position the Card as something other than a Visa Card <sup>[23]</sup>
- Position its Trade Name or Mark as adding superior acceptability of the Card at the Point-of-Transaction
- Designate or design any of its Visa Cards, whether through the use of a Trade Name, Mark, numbering scheme, code on the Magnetic Stripe or Chip, or any other device or means, in order to:
  - Permit exclusive or preferential acceptance of any of its Visa Cards by any Merchant or any Affiliated-merchant that is affiliated with the Member
  - Allow any Transaction involving use of these Cards to be treated as anything other than a Visa Transaction, except as specified in "PIN-Debit Network Requirements - U.S. Region"
- Allow a Visa Card that is used primarily to access a line of credit, to participate in any PIN-based debit program, unless the participation is for ATM access only

ID#: 081010-010410-0003210

### Card and Product Positioning

An Issuer must refer to its Visa Card as a "Visa Card" in all communications regarding its program, including solicitations, advertising, promotions, and other Collateral Material.

ID#: 010410-010410-0003211

---

<sup>23</sup> A limited exception is allowed for Campus Cards to facilitate closed-loop proprietary campus transactions and permit the use of campus identification/access applications. A Campus Card must still be positioned as a Visa Card, but with the additional functionality noted here.

# A2931

## Visa International Operating Regulations

---

### Positioning Trade Name or Mark - Canada Region

A Canada Member must **not** position its Trade Name or Mark as adding superior acceptability of the Card at the Point-of-Transaction.

ID#: 010410-010410-0007231

## Use of Marks in Promotions, Advertisements, and Solicitations

### Solicitations

#### Member Identification

A Member must identify itself by city and principal name, and may substitute the local Branch name and city, if desired, on all supplies, materials (including broadcast), and oral or written solicitations sent to current or prospective Cardholders or Merchants. A Member must **not** state or imply in these materials that any other Member's Cards or Merchant materials are being replaced, are invalid, or should be destroyed. A Member must **not** state or imply that Visa provided or endorsed these materials unless Visa designed them for Member use.

ID#: 010410-010410-0006311

#### References to Bankruptcy - U.S. Region

Visa Program solicitation materials in the U.S. Region must **not** reference bankruptcy, insolvency, or any similar circumstance.

ID#: 010410-010410-0001216

#### Visa Approval of Marketing Materials - U.S. Region

A U.S. Issuer must submit all marketing materials or other customer communications pertaining to any of the core and optional services to Visa for written approval before distribution.

These materials must comply with the requirements specified in the implementation materials available from Visa, unless the U.S. Member has received prior written approval from Visa.

ID#: 010410-010410-0007438



# A2932

## Visa International Operating Regulations

---

### Promotional Material

#### Merchant Use for Promotions/Advertising

A Member must **not** allow a Merchant or other entity to use any Visa-Owned Mark for promotional or advertising purposes in any media, unless the:

- Member distributes the material
- *Visa International Operating Regulations* or the *Visa Product Brand Standards* permit their use
- U.S. Member's name and city appear on the material, as applicable

If a Merchant uses promotional materials and advertisements that include the use of Visa-Owned Marks, the Merchant must comply with the:

- Regional Operating Regulations
- *Visa International Operating Regulations*
- *Visa Product Brand Standards*

ID#: 090411-010410-0008277

#### Competitive Marks with Visa-Owned Marks

A Member may use certain Visa Program Marks on items other than Cards or for sponsorship activities with the Marks of the following or its subsidiaries or affiliates:

- American Express Company
- Discover Financial Services
- MasterCard Worldwide
- Any other entity Visa deems competitive

The overall appearance of this use must unmistakably convey the idea that the Visa-Owned Mark, when used on items other than Cards or for sponsorship activities, clearly identifies a product or service that is separate and distinct from any product or service of the entities listed above.

ID#: 081010-010410-0006327

# A2933

## Visa International Operating Regulations

---

### **Competitive Marks with Visa-Owned Marks – AP Region, LAC Region, and U.S. Region (Updated)**

In the U.S. Region or in a U.S. Territory, a Member may use the Marks of the American Express Company, MasterCard Worldwide (including Maestro), Discover Financial Services, or the subsidiaries or affiliates of these entities, or other entities deemed competitive by Visa, in connection with a Member's promotion, offer or solicitation of a U.S. Covered Visa Debit Card, or the maintenance of a Cardholder relationship for a U.S. Covered Visa Debit Card, as specified in the *Visa Product Brand Standards*.

ID#: 151012-011011-0026530

### **Competitive Marks with Visa-Owned Marks - U.S. Region (Updated)**

A U.S. Member may **not** use the Visa-Owned Marks in connection with a Member's promotion, offer or solicitation of a Visa Card not defined as a U.S. Covered Visa Debit Card, or the maintenance of a U.S. Cardholder relationship for a Visa Card not defined as a U.S. Covered Visa Debit Card, together with Marks that are associated with payment card products issued by the American Express Company, Discover Financial Services, and their subsidiaries or affiliates (including, by way of example and not limitation, "American Express," "Optima," "Discover," "Bravo," "Novus," and "Membership Rewards") or together with Marks associated with any other payment card company deemed competitive by the Board of Directors, if such Marks are owned or controlled by such competitors.

ID#: 151012-010410-0006302

### **Offer/Issuance Conditions – AP Region, LAC Region, and U.S. Region (Updated)**

In the U.S. Region or in a U.S. Territory, a Member may condition the offer or issuance of a U.S. Covered Visa Debit Card, or the maintenance of a Cardholder relationship for a U.S. Covered Visa Debit Card, upon the possession or acceptance of a product bearing the Marks of the American Express Company, MasterCard Worldwide, Discover Financial Services, Diner's Club, JCB, or any other non-Visa general purpose payment card network, as specified in the *Visa Product Brand Standards*.

ID#: 151012-010410-0006303

### **Advertisements Using Visa-Owned Marks**

If a Merchant uses promotional materials and advertisements that include the use of the Visa-Owned Marks, the Acquirer must approve them in advance.

ID#: 010410-010410-0002863

# A2934

## Visa International Operating Regulations

---

### Merchant Use of Marks

A Merchant must **not**:

- Indicate or imply that Visa endorses any Merchant goods or services
- Refer to Visa in stating eligibility for its products, services, or membership
- Use the Visa-Owned Marks for any purpose other than those permitted in the *Visa International Operating Regulations* or without written permission from Visa

In addition, a U.S. Merchant must **not** use the signage associated with the Limited Acceptance Category it has selected for any purpose other than those permitted in the U.S. Regional Operating Regulations or without written permission from Visa. *(This only applies in the U.S. Region.)*

ID#: 010410-010410-0007416

### Permitted Merchant Use - U.S. Region

A U.S. Merchant may:

- Indicate in a single advertisement, display, or notice that the Visa Program services and other Card services are available
- Use the Visa-Owned Marks or, if the U.S. Merchant has selected Limited Acceptance, the signage associated with the Limited Acceptance category it has selected, on promotional, printed, or broadcast materials only to indicate the types of Cards it accepts for payment

ID#: 010410-010410-0002343

### Advertising Materials - Canada Region

In the Canada Region, Point-of-Transaction advertising and promotional materials (except credit card application forms) must **not** indicate that the Canada Merchant has been signed by, or represents the interests of, a particular Canada Member.

ID#: 010410-010410-0006233

### Non-Member Marks on Collateral Material - Canada Region

Except as permitted in the Canada Regional Operating Regulations and except as may be permitted by Visa, a name, Trade Name, or Mark of a non-Member must **not** be used on Collateral Material bearing the Visa Program Marks that is used for soliciting applications or communicating with Canada Cardholders. The Marks of the Interac Association are excepted.

ID#: 111011-010410-0006236

# A2935

Visa International Operating Regulations

---

## Member Sponsorships

### Sponsorships Usage Requirements

#### Use of a Visa-Owned Mark with Member Sponsorships

A Member may use a Visa-Owned Mark to sponsor a specific sporting, musical, artistic, or other event only with prior written consent from Visa.

ID#: 010410-010410-0006317

#### Approval Request for Sponsorship Materials

A Member must submit an approval request to Visa at least 2 months before the anticipated release date of any materials associated with sponsorship activities or the start date of a sponsored event, whichever is earlier.

ID#: 010410-010410-0007408

#### Use of Visa-Owned Marks with Competitive Marks

A Member must **not** use the Visa-Owned Marks with the Marks of any of the following, or its subsidiaries or affiliates, in any sponsorship activity:

- American Express Company
- Discover Financial Services
- MasterCard Worldwide (including Maestro)
- Any other entity that Visa deems competitive

ID#: 081010-010410-0006572

#### Member as Sponsor

A Member participating in any sponsorship activity must clearly convey in all of its communications and displays that only the Member, **not** Visa, is the sponsor. The Member must **not** state or imply that it owns any of the Visa-Owned Marks.

ID#: 010410-010410-0007405

# A2936

## Visa International Operating Regulations

---

### Use of Marks on Cards/Decals

A Member may use the partnership or Sponsorship Marks on Cards and decals with other representations of certain Visa Program Marks in advertising and on promotional materials.

ID#: 050411-010410-0001132

### Visa Approval for Use of Visa-Owned Mark in Event Sponsorship - U.S. Region

A U.S. Member must obtain written approval from Visa for its planned use of any Visa-Owned Mark in the sponsorship of events, including all advertising, promotions, and public relations. These rules do not apply to the purchase of advertising not specifically tied to sponsorship of an event.

A U.S. Member must ensure that it uses each Visa-Owned Mark within the scope of the written approval from Visa. After Notification from Visa, a Member must correct any improper use of any of these Marks.

ID#: 010410-010410-0007439

### Use of Marks in U.S. Region - U.S. Region

If permitted, a U.S. Member may use the Visa-Owned Marks only in the United States. If a U.S. Member plans sponsorship activities in any additional country, it must:

- Submit a new request to Visa
- Obtain written consent from Visa prior to the sponsorship
- Comply with the *Visa International Operating Regulations* and the *Visa Product Brand Standards*

ID#: 010410-010410-0001160

## Electron Mark/Identifier

### Electron Marks Usage Requirements

#### The Visa Brand Mark with the Electron Identifier (Updated)

The Visa Brand Mark with the Electron Identifier is a Visa-Owned Mark that must appear on the front of a Card, as specified in the *Visa Product Brand Standards*.

ID#: 151012-010410-0006149

# A2937

## Visa International Operating Regulations

---

### Visa Brand Mark Conversion (Updated)

All Visa Electron Cards must:

- Bear the Visa Brand Mark with the Electron Identifier
- Comply with the *Visa Product Brand Standards*

ID#: 151012-010307-0007409

### Visa Electron Card Bearing the Visa Brand Mark with the Electron Identifier

The Visa Brand Mark with the Electron Identifier must:

- Appear as specified in the *Visa Product Brand Standards*
- Be placed on the front of the Card

ID#: 010410-010410-0006163

### Electron Acquiring Only - U.S. Region

The Visa Electron Program Marks must be used in the U.S. Region for acquiring purposes only.

ID#: 010410-010410-0007406

### Use of Electron Marks to Resemble an Electron Card - U.S. Region

On marketing collateral, a U.S. Member must **not** use the Visa Electron Symbol or Visa Brand Mark with the Electron Identifier in such a way that it could be mistaken for an actual Visa Electron Card and used in a Transaction.

ID#: 010410-010410-0006281

### Prohibition on Checks - U.S. Region

A U.S. Member must **not** use the Visa Electron Wordmark on any check or Cheque.

ID#: 010410-010410-0006282

# A2938

Visa International Operating Regulations

---

## Interlink Program Marks

### Interlink Program Marks Usage Requirements

#### Visa Approval to Use Interlink Mark on Visa Cards - U.S. Region

The Interlink Program Marks may appear on Visa Check Cards or Visa Debit Cards if the U.S. Issuer obtains written approval from Visa before issuance.

ID#: 010410-010410-0006288

#### Interlink Mark Prominence - U.S. Region

For Cards issued by a U.S. Issuer, the Interlink Program Marks must appear, in equal prominence, on a Visa Check Card or Visa Debit Card also participating in the Interlink Program, if the Card displays the acceptance Mark of any non-Visa PIN-based debit or ATM program.

ID#: 010410-010410-0006290

#### Prohibition of Interlink Mark on Credit Cards - U.S. Region

For Cards issued by a U.S. Issuer, the Interlink Program Marks must **not** appear on Visa Cards that primarily access a line of credit.

ID#: 010410-010410-0006291

#### Interlink Mark Display on Cards - U.S. Region

For Cards issued by a U.S. Issuer, Interlink Program Marks are **not** required to appear on a Visa Check Card or Visa Debit Card also participating in the Interlink Program if:

- The Card does not display the acceptance Mark of any other PIN-based debit program
- The Issuer clearly communicates to its Cardholders, at the time of issuance, that the Card may also be used for PIN debit transactions anywhere Interlink cards are accepted

ID#: 010410-010410-0006289

# A2939

Visa International Operating Regulations

---

## Plus Program Marks

### Plus Program Marks Usage Requirements

#### Plus Symbol Use

A Member must use the Plus Symbol only as a Mark indicating acceptance for ATM services. Any change to this provision requires a majority vote of the directors in attendance at any meeting of the Board of Directors where a quorum is present.

ID#: 010410-010410-0006324

#### Plus Symbol Displayed at an ATM

The Plus Symbol must only be displayed at an ATM that accepts Cards bearing the Plus Symbol for ATM services. Any changes to this provision require a majority 3/4 vote of the directors in attendance at any Board of Directors meeting where a quorum is present.

ID#: 010410-010410-0003583

#### Plus Program Marks on Proprietary Cards

An Issuer of Proprietary Cards with Plus Program capabilities must place the Plus Symbol on all Proprietary Cards within 5 years from the beginning date of participation in the Plus Program. The presence of the Plus Symbol is optional on Visa Cards if no other ATM Acceptance Mark is present on the Card.

ID#: 010410-010410-0003577

#### Plus Program Marks Description - U.S. Region

The U.S. Plus Program Marks are:

- Plus Symbol, which consists of the Plus Design positioned to the left and above the Plus Logotype
- Plus Wordmark
- Plus Design or Diamond Design
- Plus Logotype
- Any other Mark that Visa adopts for use with the Plus Program

ID#: 010410-010410-0006283



# A2940

## Visa International Operating Regulations

---

### Member Agreement for Plus Program Marks Use - U.S. Region

A U.S. Member agrees:

- That it will do nothing inconsistent with Visa ownership of the Plus Program Marks
- That the use of all Plus Program Marks must be for the benefit of, and on behalf of, Visa
- To supply Plus System Inc. and Visa with samples of all materials bearing the Plus Program Marks produced by or for the Member
- To comply with the:
  - *Visa International Operating Regulations*
  - Applicable Certificate of Incorporation and Bylaws
  - *Visa Product Brand Standards*
  - *Plus System, Inc. Bylaws and Operating Regulations*

ID#: 010410-010410-0006284

### Plus Symbol Display Requirement at ATM - U.S. Region

The Plus Symbol must be displayed on participating U.S. ATMs. The Visa Brand Mark with the Electron Identifier may be displayed on participating ATMs.

ID#: 010410-010410-0005768

**A2941**

**THIS PAGE INTENTIONALLY LEFT BLANK.**

# A2942

Visa International Operating Regulations

---

## Chapter 5: Visa Products and Services

### Core Principle 5.1

#### Issuing and Technology Standards

##### Following the Standards Established by Visa

Participants in the Visa system agree to follow the card issuing and technology standards established by Visa to ensure systems work together to provide seamless transaction and data processing. For example, the magnetic stripe and chip used on Visa cards must follow compatible standards and specifications to guarantee global interoperability and payment acceptance.

ID#: 010410-010410-0007774

### Core Principle 5.2

#### Issuing and Using Visa Products

##### Preserving Security, Integrity, and Consistency

To preserve the security, integrity and consistency of experience of the Visa system and meet the diverse needs of participants in the Visa system, participants agree to follow Visa's policies, requirements and standards for issuing and using Visa products and services.

ID#: 010410-010410-0007775

# A2943

Visa International Operating Regulations

---

## Core Principle 5.3

### Card Design Requirements and Standards

#### Receiving Approval from Visa

Visa specifies card design requirements and standards for use of its marks to ensure the integrity, safety, and security of the Visa brand and products and to ensure the common, immediate recognition of Visa products and services around the world. Participating issuers agree to use only Visa-authorized card manufacturers and card personalizers to produce Visa cards. Participants agree to submit card designs for Visa approval to ensure adherence to the *Visa Product Brand Standards*.

ID#: 010410-010410-0007776

## Card Issuance

### Issuer Responsibilities - General

#### General Member Card Program Requirements - Canada Region

A Visa Canada General Member must:

- Operate its own Card program
- Issue Cards in its own legal name or in a Trade Name or Mark owned by the Member and approved by Visa, bearing the Visa-Owned Marks, to eligible Cardholders

ID#: 010410-010410-0004091

#### General Member Card Plan - Canada Region

Each Visa Canada General Member must operate its own Card plan that conforms to the minimum standards specified below:

- Each Member must issue Cards in its own name and own the receivables arising from the use of such Cards; securitization does not impact ownership for the purpose of the Operating Regulations
- Cards issued by each Member will entitle Cardholders to make purchases of goods and services and to obtain Cash Disbursements
- Subject to appropriate Authorization, each Member will honor Cards issued by other Members for Cash Disbursements

# A2944

## Visa International Operating Regulations

---

- Subject to appropriate Authorization, each General Member will cause its Merchants to honor Cards issued by other such Members for the purchase of goods and services

ID#: 010410-010410-0004092

### Card Accessing Cardholder Funds on Deposit - U.S. Region

A U.S. Issuer must **not** issue or reissue a Visa Card that accesses Cardholder funds on deposit at an organization other than the Issuer's, unless it:

- Receives prior written consent from the organization where the funds are deposited
- Completes automated clearing house notification requirements

Monthly periodic payments are excluded from this prohibition.

ID#: 010410-010410-0004573

### Adhesive Material on Cards - U.S. Region

Except as specified in "Card Activation Sticker - U.S. Region," a U.S. Issuer must ensure that no adhesive material is affixed to either side of a Visa Card unless it is integral to the manufacture of the Card.

ID#: 010410-010410-0003407

### Card Activation Sticker - U.S. Region

A U.S. Issuer may affix a Card activation sticker to the front or back of its Cards if the sticker does not interfere with any other security features of the Card.

The Card activation sticker or other material enclosed with the Card mailer must either:

- Provide a telephone number for the Cardholder to call to activate the Card and instruct the Cardholder to contact the Issuer upon receipt of the Card for activation and to remove the sticker from the Card once activation has occurred
- For Visa Check Cards that are activated by the Cardholder at a PIN-based Terminal, instruct the Cardholder to remove the sticker from the Card before activation

ID#: 010410-010410-0008695

### Telephone Number for Cardholder Inquiries - U.S. Region

A U.S. Member that lists a telephone number in a telephone directory for the purpose of receiving Cardholder inquiries must insert at least the following listing: "Visa Card Center-(Name of Member)."

ID#: 010410-010410-0006330

# A2945

## Visa International Operating Regulations

---

### Account Range and BIN Use

#### Multiple Programs on Same BIN

An Issuer may establish multiple Visa Card programs or Virtual Account programs within the same BIN.

ID#: 010410-010410-0004555

#### Business Plan Requirement for Multiple Visa Programs on Single BIN

Visa may require a business plan if an Issuer requests the assignment of designated account ranges to multiple Visa Card programs within a single BIN.

ID#: 010410-010410-0003145

#### Visa Right to Deny Account Range Request

Visa reserves the right to deny a request for a designated account range within an existing BIN.

ID#: 010410-010410-0003147

#### BIN Assignment for New Visa Card Programs

For a new Visa Card program, an Issuer may assign either a:

- Unique BIN for each Visa Card program
- Designated account range within a BIN for a specific Visa Card program by completing Section 6 of the "BIN License Agreement" available through the Visa Publication Center on Visa Online

ID#: 050411-010410-0003143

#### Account Range and BIN Assignment for Existing Visa Card Programs

For existing Visa Card programs, an Issuer must **not** request a new designated account range assignment within an active BIN.

ID#: 171011-010410-0003146

# A2946

## Visa International Operating Regulations

---

### **BIN Requirements for Card Program Category Conversion - U.S. Region**

If a U.S. Member converts its Card program from one Visa category to another (e.g., Visa credit Cards to Visa Debit Cards), it must comply with the unique BIN requirements of the Visa category to which the program is converted as specified in the *Visa International Operating Regulations* on the date of the Card program conversion.

ID#: 010410-010410-0003217

### **Account Number Specifications**

#### **BIN and Account Number Specifications**

The specifications for BIN and Account Number structures embossed, encoded, or printed on all Visa Cards and Visa Electron Cards.

ID#: 111011-010410-0003196

### **PIN Issuance**

#### **PIN Availability Requirement**

An Issuer must make a PIN available to each Cardholder for use with a Card. PIN issuance is **not** required for certain Visa Prepaid Card programs bearing the Visa Brand Mark, or Visa Brand Mark with the Electron Identifier, as outlined in the applicable Visa International Prepaid Program Guidelines. An Issuer may elect not to offer PINs for certain types of Visa Prepaid Card products with prior written approval from Visa.

ID#: 081010-010410-0004019

#### **PIN Issuance Requirements (Updated)**

An Issuer must:

- Notify its Cardholders of PIN availability
- Comply with the *Payment Technology Standards Manual*
- Successfully complete certification testing to demonstrate its capability to perform PIN Verification, or designate Visa to perform this function
- Select Stand-In Processing Issuer options pertaining to a Transaction for which a PIN is used

ID#: 151012-010210-0004571

# A2947

## Visa International Operating Regulations

---

### PIN Issuance Requirements - U.S. Region

A U.S. Issuer must:

- Comply with the *Payment Technology Standards Manual*
- Successfully complete required testing to demonstrate its capability to perform PIN Verification, or designate Visa to perform this function
- Issue a PIN to each Cardholder for use with their Visa Card. A Visa Traditional and Classic Visa Check Card Issuer has complied with this requirement if the Issuer notifies its Cardholders that they may either:
  - Select their own PIN
  - Request that a PIN be issued
- Notify each of its Cardholders of the availability of PINs and the Visa ATM Network. Issuers of the following Card products must provide this notification annually to all active:
  - Visa Check Card Cardholders
  - Visa Signature Cardholders
  - Visa Signature Preferred Cardholders
- Ensure the security of the PIN
- Select V.I.P. System Issuer options pertaining to a Transaction for which a PIN is used

ID#: 081010-010410-0004563

### PIN for Emergency Card Replacement - CEMEA Region

A CEMEA Issuer that issues an Emergency Card Replacement is **not** required to issue a PIN.

ID#: 081010-010410-0007232

### PIN Issuance for Visa Signature and Visa Signature Preferred Cards - U.S. Region

A U.S. Issuer must comply with "PIN Issuance Requirements - U.S. Region" within one year of issuing one of the following Card products to a new Cardholder:

- Visa Signature
- Visa Signature Preferred

A U.S. Issuer whose internal systems support customer PIN selection must offer the availability of PINs to all of its Cardholders, unless prohibited by applicable law.



# A2948

## Visa International Operating Regulations

---

A U.S. Issuer whose internal systems do not support customer PIN selection must issue PINs to all of its Cardholders, unless prohibited by applicable law. Notifying Cardholders that a PIN is available upon request does **not** satisfy this requirement.

ID#: 010410-010410-0008126

### Expiration Date Standards

#### Expiration Date Consistency

The expiration date contained in the Chip must be the same as the expiration date encoded on the Magnetic Stripe and displayed on the Card. If applicable, the expiration date of proprietary services on the Card must **not** exceed the Visa or Visa Electron Payment Application expiration date.

ID#: 081010-010410-0003209

#### Expiration Date Consistency - Chip Cards

The expiration date on a Visa Card, Visa Electron Card, or Card bearing the Plus Symbol must **not** be later than the expiration date of the Issuer's Public Key, or any security feature containing an expiration date in a Chip, if one is present on the Card.

ID#: 010410-010410-0003199

#### Emergency Card Replacement Expiration Date - CEMEA Region

For a CEMEA Issuer that issues an Emergency Card Replacement, the expiration date must be either:

- The last day of the month following the month of issuance
- A date assigned by the Issuer of no later than 1 year from the issuance date

ID#: 090411-010410-0007234

### Issuer Performance Standards

#### Retrieval Request Rate Standards for Copy Bearing Signature - U.S. Region

A U.S. Issuer must **not** exceed the monthly rate of 0.016% for Retrieval Requests for copy bearing signature. A copy bearing signature Retrieval Request rate is defined as the combined total of Retrieval Requests for reason code 28, "Request for Copy Bearing Signature," and reason code 33, "Request for Legal Process or Fraud Analysis," as a percentage of the total number of Transactions for each month.

ID#: 010410-010410-0006430

# A2949

## Visa International Operating Regulations

---

### Chargeback Rate Standards - U.S. Region

A U.S. Issuer must **not** exceed the Chargeback rate of 0.17% for its Consumer Visa Product or Commercial Visa Product program. The Chargeback rate is the number of Chargeback rights exercised as a percentage of all Sales Drafts received.

ID#: 010410-010410-0006900

### Representment Rate Standards - U.S. Region

A U.S. Issuer must **not** exceed the Representment rate of 42% for its Consumer Visa Product or Commercial Visa Product program. The Representment rate is the number of Representments received as a percentage of all Chargebacks processed.

ID#: 010410-010410-0006901

## Card Manufacture and Delivery

### Card Shipping and Security

#### Issuer Standards for Distribution Channel Vendors

An Issuer may contract through another Issuer or a Distribution Channel Vendor for the packaging, storing, and shipping of pre-manufactured, commercially ready Visa Products. ("Pre-manufactured, commercially ready" refers to non-personalized Visa Products that have already been manufactured, encoded, and embossed/printed and are ready for sale or distribution to Cardholders.)

If the Issuer uses a Distribution Channel Vendor, it must:

- Register the Distribution Channel Vendor as a Third Party Agent, as specified in "General Agent Requirements"
- Validate annually the Distribution Channel Vendor's compliance with the *Visa Global Physical Security Validation Requirements for Data Preparation, Encryption Support and Fulfillment Card Vendors*
- Comply with Third Party Agent program requirements, as specified in "General Agent Requirements"

Visa may audit the Third Party Agent's or Issuer's processes and controls to validate that a Distribution Channel Vendor is compliant with the *Visa Global Physical Security Validation Requirements for Data Preparation, Encryption Support and Fulfillment Card Vendors*.

ID#: 050411-010100-0025520

# A2950

## Visa International Operating Regulations

---

### Preparation for Mailing of Individual Personalized Visa Products

An Issuer must:

- Proof and prepare Visa Products for mailing under dual control in a high-security area separate from other operations
- Prevent unauthorized entry into the area
- Ensure that Cardholder addresses, including postal codes, are complete and correct
- Maintain stuffed, sealed, and stamped envelopes in a vault under dual control until mailing
- Record the exact date, time, and place of mailing for each Visa Product
- Report any Visa Products lost in the mail to Visa, the postal authorities, and the appropriate carrier

ID#: 050411-010100-0025519

### Security at Card Distribution Points (Updated)

An Issuer must comply with Visa security requirements specific to a Visa Product for storing, shipping, distributing, and destroying Visa Products at Card Distribution Points, as specified in:

- The applicable Visa International Prepaid Program Guidelines
- *Visa Global Physical Security Validation Requirements for Data Preparation, Encryption Support, and Fulfillment Vendors*
- In addition, for Visa Prepaid Card Issuers, *Visa International Prepaid Retail Channel Guidelines*

ID#: 151012-131011-0026579

### Card Destruction Security Requirements (Updated)

An Issuer must comply with Visa security requirements for the destruction of Visa Products, as specified in:

- *Visa Global Physical Security Validation Requirements for Data Preparation, Encryption Support, and Fulfillment Vendors*
- In addition, for Visa Prepaid Card Issuers, *Visa International Prepaid Retail Channel Guidelines*

ID#: 151012-131011-0026580

### Card Security Staff Requirements

An Issuer must have a qualified fraud control and Card security officer and staff that are primarily responsible for all areas of security for Visa Cards and Visa Electron Cards. The security staff must:

- Investigate all fraudulent use of the Issuer's Visa Cards or Visa Electron Cards

# A2951

## Visa International Operating Regulations

---

- Plan and supervise the manufacturing, embossing, encoding, printing, and mailing of the Issuer's Visa Cards or Visa Electron Cards
- Plan and supervise the physical protection of the Issuer's Center and building
- Participate in Center employee background investigations

ID#: 010410-010410-0002394

## Card Embossing, Printing, Encoding, and Personalization

### Visa Product Personalization - Issuer Requirements (Updated)

An Issuer that personalizes Visa Products on its own behalf must create and maintain a secure environment.

An Issuer that personalizes Visa Products on behalf of other Issuers must ensure that it complies with:

- *Global Physical Security Validation Requirements for Card Vendors*
- *Global Logical Security Validation Requirements for Card Personalization Vendors*
- Applicable regional Issuer personalization policy, available from Visa

If participating in Instant Card Personalization Issuance, the Issuer must ensure that the Card personalization process complies with the *Visa Global Instant Card Personalization Issuance Security Standards*.

The Issuer may complete an annual "Instant Card Personalization Issuance Self-Audit Questionnaire," as specified in the *Visa Global Instant Card Personalization Issuance Security Standards*, for each Instant Card Personalization Issuance location and retain the questionnaire for auditing purposes.

For each Third Party Agent performing Instant Card Personalization Issuance, the Issuer must:

- Register the Third Party Agent, as specified in "General Agent Requirements"
- Validate the Third Party Agent's compliance with the *Visa Global Instant Card Personalization Issuance Security Standards* and complete an annual "Instant Card Personalization Issuance Self-Audit Questionnaire" for each location
- Comply with Third Party Agent program requirements, as specified in "General Agent Requirements"

Visa may audit the Third Party Agent's or Issuer's processes and controls to validate that the Third Party Agent performing Instant Card Personalization Issuance complies with the *Visa Global Instant Card Personalization Issuance Security Standards*.

ID#: 151012-010100-0025518

# A2952

## Visa International Operating Regulations

---

### Liability for Misencoded Visa or Visa Electron Cards

Visa assigns liability for payment of Transaction Receipts resulting from the use of a Misencoded Visa Card or Visa Electron Card:

- To the Acquirer that received the Transaction Receipt, if the Misencoded Visa Card bears a BIN that was **not** assigned to a Member. The Acquirer is liable until:
  - The Misencoded Visa Card or Visa Electron Card is recovered
  - Visa identifies the Issuer that ordered its manufacture
- To the Issuer to which the BIN is assigned, if an Acquirer receives a Misencoded Visa Card or Visa Electron Card bearing a valid BIN but an invalid Account Number. The Issuer is liable:
  - If the Acquirer presents the Transaction Receipt within 180 calendar days of the Transaction Date
  - Until the Issuer that ordered the manufacture of the Visa Card or Visa Electron Card is identified

ID#: 010410-010410-0001813

### Liability for Misembossed or Misencoded Visa Cards - U.S. Region

In the U.S. Region, Visa assigns liability for payment of Transaction Receipts resulting from the use of Misembossed or Misencoded Visa Cards based on the following priorities in the order shown:

- Member or foreign licensee that appears on the Misembossed or Misencoded Card as its Issuer, if the Card has been recovered
- Member or foreign licensee whose BIN appears on the Transaction Receipt, if the Misembossed or Misencoded Card has not been recovered or if the name of the Member or foreign licensee does not appear on the Card
- Member or foreign licensee that first received the Transaction Receipt. If the Misembossed or Misencoded Card is recovered within 12 months of the Transaction Date, the Member or licensee may transfer liability for the Transaction Receipt to the Member or foreign licensee appearing on the Misembossed or Misencoded Card as its Issuer.

ID#: 010410-010410-0001817

# A2953

Visa International Operating Regulations

---

## Issuer Requirements - General

### Exchange Rates

#### International Transaction or Currency Conversion Fee Disclosure

An Issuer must provide a complete written disclosure of any fees that may be charged to a Cardholder for an International Transaction or when currency conversion occurs.

ID#: 010410-010410-0000387

#### Issuer Disclosure of Exchange Rate - AP Region

An AP Issuer must disclose to each of its Cardholders in writing that the exchange rate between the Transaction Currency and the Billing Currency used for processing International Transactions is either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Processing Date, which rate may vary from the rate Visa receives
- The government-mandated rate in effect for the applicable Processing Date

in each instance, plus or minus any adjustment that the Issuer determines.

ID#: 010410-010410-0004088

#### Cardholder Notification of Fees and Charges - CEMEA Region

A CEMEA Issuer of Visa Cards, Proprietary Cards bearing the Plus Symbol, and Cards bearing the Visa Brand Mark with the Electron Identifier must notify its Cardholder in writing of the following:

- That the exchange rate between the Transaction Currency and the Billing Currency used for processing International Transactions is either:
  - A wholesale market rate
  - The government-mandated rate
- Additional fees and charges (if any) assessed by the Issuer through the addition of a percentage increase to the Basic Currency Conversion Rate or any other fees for currency conversion
- Specific fees and charges to be assessed to the Cardholder, where appropriate, including, but not limited to:
  - Annual fee
  - Interest rate(s), if applicable
  - ATM Cash Disbursement fee

# A2954

## Visa International Operating Regulations

---

- Manual Cash Disbursement fee
- PIN Replacement charge
- Fee for additional statement copies
- Late payment fee
- Date on which the Cardholder will incur a late payment fee if the Issuer does **not** receive payment for outstanding Transaction amounts appearing on the Cardholder billing statement

A CEMEA Issuer may choose the method by which it notifies the Cardholder in writing. This may include, but is not limited to, one or more of the following:

- Cardholder Agreement
- Cardholder Terms and Conditions
- Any other Agreement between the Cardholder and the Issuer
- Monthly billing statement

ID#: 111011-010410-0008822

### Issuer Disclosure of Exchange Rate - U.S. Region

A U.S. Issuer must disclose to each of its Cardholders in writing that the exchange rate between the Transaction Currency and the Billing Currency used for processing International Transactions is either:

- A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa itself receives
- The government-mandated rate in effect for the applicable Central Processing Date

in each instance, plus or minus any adjustment determined by the Issuer.

ID#: 010410-010410-0000389

### Cardholder Liability

#### Limitation of Cardholder Liability - AP Region

An AP consumer Card Issuer must limit a Cardholder's liability to zero upon notification of all Cardholder-disputed, unauthorized Visa Transactions except ATM Cash Disbursements.

ID#: 010410-010410-0003925

# A2955

## Visa International Operating Regulations

---

### Limitation of Cardholder Liability - Canada Region

A Canada Issuer must hold harmless a Cardholder from any liability for Transactions which the Cardholder establishes, to the satisfaction of the Issuer, are **not** the responsibility of the Cardholder in accordance with the terms of the Issuer's Cardholder agreement and of any related documentation.

ID#: 010410-010410-0000394

### Limitation of Cardholder Liability for Unauthorized Transactions - Canada Region

A Canada Issuer must **not** impose a minimum Cardholder liability amount with regard to unauthorized Transactions. Unauthorized Transactions may be defined in the Issuer's Cardholder agreement and in any related documentation.

ID#: 010410-010410-0000395

### Applicability of Liability-Related Operating Regulations - Canada Region

In the Canada Region, "Limitation of Cardholder Liability - Canada Region" and "Limitation of Cardholder Liability for Unauthorized Transactions - Canada Region" only apply to consumer and Business Cardholder Transactions and do **not** apply to Visa Corporate Card and Visa Purchasing Card Transactions.

ID#: 010410-010410-0000396

### Advertising for the Zero Liability Program - Canada Region

Any promotional, advertising, or marketing language used for the Zero Liability Program in the Canada Region must contain messaging, in the body of the promotional, advertising, or marketing language and not as a footnoted disclaimer, to the effect that Cardholders are responsible for ensuring that they protect their PIN.

ID#: 010410-010410-0000397

### Limitation of Cardholder Liability - U.S. Region

For Visa Consumer Cards and Visa Business Cards issued in the U.S. Region, upon receipt of notification from its Cardholder of unauthorized Visa Transactions, a U.S. Issuer must limit the Cardholder's liability for those Transactions to zero. This requirement is **not** applicable for ATM Cash Disbursements or Visa Corporate Card or Visa Purchasing Card Transactions.

ID#: 010410-010410-0008434



# A2956

## Visa International Operating Regulations

---

### **Increase of Cardholder Liability - U.S. Region**

A U.S. Issuer may increase the limit of the Cardholder's liability for unauthorized Visa Transactions only if the Issuer reasonably determines, based on substantial evidence, that the Cardholder was grossly negligent or fraudulent in the handling of the account or the Card.

ID#: 010410-010410-0008171

### **Notification of Unauthorized Visa Business Card Transactions - U.S. Region**

A U.S. Issuer of Visa Business Cards may require the notification of unauthorized Visa Transactions to be received within 60 calendar days of the mailing date of the first statement showing unauthorized Visa Transactions.

ID#: 010410-010410-0000404

### **Unauthorized Visa Business Card Transaction Exclusions - U.S. Region**

A U.S. Issuer of Visa Business Cards may define an unauthorized Visa Transaction to exclude any Transaction allegedly conducted by:

- A business co-owner
- The Cardholder or person authorized by the Cardholder
- Any other person with an interest in or authority to transact business on the account

ID#: 010410-010410-0000406

### **Provisional Credit**

#### **Provisional Credit - AP Region (Updated)**

An AP Issuer must provide provisional credit to a Cardholder's account within 5 business days of notification as specified in "Limitation of Cardholder Liability - AP Region ."

The AP Issuer may require written confirmation or other documentation from the Cardholder before providing provisional credit as per the terms and conditions of the Cardholder agreement.

The AP Issuer may:

- Withhold providing provisional credit if the Issuer determines that specific investigations are required, including those for specific transactions and Merchant types, if the prior account history is unsatisfactory, or if the nature of transactions justifies the delay in crediting the Cardholder's account

# A2957

## Visa International Operating Regulations

---

- Increase the amount of the Cardholder's liability for unauthorized Visa transactions if the Issuer determines, based on available evidence (provided by the Cardholder or otherwise), that the Cardholder was grossly negligent or fraudulent in the handling of the account or the Card (this includes protecting the Card, account, or PIN and reporting the loss or unauthorized transactions)

ID#: 151012-010410-0008700

### Provisional Credit - Canada Region (Updated)

**Effective through 13 June 2012**, a Visa Debit Card Issuer in the Canada Region must provide provisional credit to any Visa Debit Cardholder's account within 2 business days of the notification of a dispute or unauthorized Transactions.

**Effective 14 June 2012**, a Visa Debit Category Issuer in the Canada Region must provide provisional credit to any Visa Debit Cardholder's account within 2 business days of the notification of a dispute or unauthorized Transactions.

ID#: 151012-140612-0008069

### Withholding of Provisional Credit - Canada Region (Updated)

**Effective through 13 June 2012**, a Visa Debit Card Issuer in the Canada Region may withhold a provisional credit if any of the following apply:

- The Issuer determines that specific investigations are required, including those for specific Transactions and Merchants
- The prior account history is unsatisfactory
- The nature of the Transaction justifies the delay in crediting the Cardholder's account

**Effective 14 June 2012**, a Visa Debit Category Issuer in the Canada Region may withhold a provisional credit if any of the following apply:

- The Issuer determines that specific investigations are required, including those for specific Transactions and Merchants
- The prior account history is unsatisfactory
- The nature of the Transaction justifies the delay in crediting the Cardholder's account

ID#: 151012-140612-0008070

## Cardholder Applications

### Card Application Processing Fee - U.S. Region

A U.S. Issuer or Agent that charges an application processing fee for a Visa Card must:

# A2958

## Visa International Operating Regulations

---

- Disclose that the fee is for processing the application and is in addition to Cardholder fees or charges payable if the Visa Card is issued
- Provide the disclosure in a way that allows the Cardholder to avoid the fee if they do not want to pursue the application

ID#: 010410-010410-0000412

### Card Application Processing Fee Restrictions - U.S. Region

A U.S. Issuer or its Agent must **not**:

- Charge a fee for providing an application to a potential Cardholder
- Use a "900" area code, "976" telephone exchange, or any similar telephone number to charge a fee for inquiries about obtaining a Visa Card

ID#: 010410-010410-0000413

### Required Card Issuance - U.S. Region

A U.S. Issuer must issue a Visa Card to any prospective Cardholder who has:

- Requested the Card on the application
- Met all application and Card issuance requirements

ID#: 010410-010410-0000414

## Confidentiality of Cardholder Information

### Cardholder Information Privacy Requirements - Canada Region

A Canada Issuer must certify to Visa that it has met the applicable requirements of privacy legislation for the collection, use, and disclosure of personal Cardholder information among Visa and its employees and agents, for the purpose of processing, authorizing, and authenticating a Cardholder's Transactions and providing customer assistance services to a Cardholder.

ID#: 010410-010410-0001986

### Contest and Promotion Privacy Requirements - Canada Region

A Canada Issuer will have met the applicable requirements of privacy legislation where the Issuer's Cardholders participate in contests and promotions administered by Visa on behalf of the Issuer.

ID#: 010410-010410-0001987

# A2959

## Visa International Operating Regulations

---

### Privacy Legislation - Acquirer Requirements - Canada Region

A Canada Acquirer must certify to Visa that it has met the applicable requirements of privacy legislation for the collection, use, and disclosure of personal information among Visa and its employees and agents, for the purpose of a Merchant's participation in the Visa Program.

ID#: 010410-010410-0005395

### Cardholder Data Provision for Prize Awards - U.S. Region

A U.S. Issuer must provide Cardholder data to Visa for the purposes of awarding prizes in conjunction with promotional activities conducted by Visa, unless prohibited by applicable law.

A U.S. Issuer that is prohibited by applicable law from disclosing Cardholder data must:

- Assist Visa as follows:
  - Notify its Cardholder that they have been awarded a prize
  - Obtain the necessary documentation from the Cardholder
- Comply with all requirements specified by Visa
- Ensure that any prize is awarded directly to the Cardholder

ID#: 010410-010410-0008704

### Disclosure of Visa Transaction Information - U.S. Region

A U.S. Issuer may only disclose Visa Transaction Information to third parties approved by Visa, for the sole purpose of:

- Supporting a loyalty program
- Providing fraud control services

This requirement does **not** apply to Commercial Visa Product Issuers in the U.S. Region.

ID#: 010410-010410-0003555

### Data Retention and Transmission

#### Recurring Transaction Data

An Issuer must include the data transmitted in the Clearing Record on the Cardholder billing statement that:

- Identifies a Recurring Services Merchant
- Enables the Cardholder to contact the Merchant

# A2960

## Visa International Operating Regulations

---

This data may include, but is **not** limited to:

- Merchant name
- Merchant city
- Merchant state/province
- Merchant country
- Merchant telephone number

ID#: 010410-010410-0004080

### Enriched Transaction Data - U.S. Region

A U.S. Issuer that receives enriched data with any of the following Transactions, as specified in "VisaNet Clearing Message Content Standards" (Exhibit NN), must comply with this section:

- CPS/Hotel and Car Rental Card Present
- CPS/Hotel and Car Rental Card Not Present
- CPS/e-Commerce Preferred Hotel and Car Rental
- A Transaction that includes Airline itinerary data

For the above Transactions, an Issuer must either:

- Print the data on the Cardholder statement
- Retain the data for a minimum of 200 calendar days from the Transaction Date

ID#: 010410-010410-0003554

### Disputed Transactions - Canada Region

#### Issuer Contact Disclosure - Canada Region

A Canada Issuer must disclose in its consumer Cardholder agreements that Cardholders may contact the Issuer to discuss disputes the Cardholder may have with respect to a Transaction on their Cardholder statement.

ID#: 010410-010410-0004106

### Disputed Transactions - Issuer Requirements - Canada Region

Where a Canada Issuer reasonably determines the dispute is:

- Legitimate

# A2961

## Visa International Operating Regulations

---

- Properly documented by the Cardholder as required in accordance with the *Visa International Operating Regulations* and/or the Canada Regional Operating Regulations
- Aligned with the Chargeback rights as defined in the *Visa International Operating Regulations* and/or the Canada Regional Operating Regulations (including without limitation the time limit for initiating the Chargeback)

the Issuer must provisionally credit the Cardholder's account and process the Chargeback, provided that:

- The dispute relates to an Electronic Commerce or Mail/Phone Order Transaction
- The Cardholder has attempted to resolve the dispute with the Merchant and the Merchant has failed to refund the Cardholder within 30 days of their request for a refund
- There is no other person, entity, board, official, fund, or other source that will provide Cardholder with a refund for such Transaction

ID#: 010410-010410-0004107

### Cardholder Credit Requirements - Canada Region

Where all of the conditions stipulated in "Disputed Transactions - Issuer Requirements - Canada Region" are met and a Canada Issuer chooses not to process a Chargeback, the credit to the Cardholder's account must be final.

ID#: 010410-010410-0004108

### Reversal of Disputed Transaction Credit - Canada Region

A Canada Issuer may reverse a provisional credit only if it properly initiated a Chargeback that is determined by Visa to be invalid, except where the Chargeback is determined by Visa to be valid on its merits and properly documented, but declined by reason of the Issuer's failure to meet a Visa requirement.

ID#: 010410-010410-0004109

### Cardholder Notifications

#### Notification of Card Use Restrictions

An Issuer must include language in its Cardholder agreement that a Card must **not** be used for any unlawful purpose, including the purchase of goods or services prohibited by local law.

ID#: 010410-010410-0000386

# A2962

## Visa International Operating Regulations

---

### Chip Card Issuer Identification

A single Issuer must be designated and identified to a Cardholder as the Issuer of a Chip Card.

ID#: 010410-010410-0004022

### Disclosure and Disclaimer Information for Visa Gold or Visa Business/Corporate Card Issuer - AP Region

In the AP Region, Visa may require a Visa Gold or Business/Corporate Card Issuer to provide disclosure and disclaimer information, as specified in its implementation materials, and any subsequent communications to its Cardholders as required under applicable law.

ID#: 010410-010410-0000824

### Disclosure of Responsibility for Charges - AP Region

While an AP Member is free to represent to its Cardholder or Merchant that Visa imposes a charge on the Member, the Member must **not** represent to its Cardholder or its Merchant that Visa imposes any charge on the Cardholder or the Merchant. Members are responsible for making whatever disclosures applicable law requires with respect to their charges to their Cardholders or to their Merchants.

ID#: 010410-010410-0004089

### Merchant Portfolio Purchase Information Requirements - U.S. Region

When a U.S. Issuer replaces a Merchant's credit card with a Card, due to a portfolio purchase, the Issuer must inform the Cardholder of the name of that Merchant whose card is being replaced as well as the Issuer's name and city.

ID#: 010410-010410-0000410

### Disclosure of Provision of Cardholder Data - U.S. Region

A U.S. Issuer must:

- Disclose in its Cardholder agreement that it may provide Cardholder personal data to Visa, its Members, or their respective contractors for the purpose of providing Emergency Cash and Emergency Card Replacement Services
- Require that the Cardholder consent to the release of this information

ID#: 010410-010410-0003870

# A2963

## Visa International Operating Regulations

---

### Telephone Number for Cardholder Assistance - U.S. Region

A U.S. Issuer must provide a toll-free telephone number where a Cardholder of one of the following products may obtain assistance 24 hours a day, 7 days a week while traveling:

- Visa Signature
- Visa Signature Preferred
- Commercial Visa Products

ID#: 010410-010410-0000417

### Communication of Cardholder Assistance Telephone Number - U.S. Region

A U.S. Issuer must communicate one of the following toll-free telephone numbers to each Cardholder at least once a year:

- Visa Customer Care Services telephone or fax number
- Issuer's own or its agent's assistance center telephone or fax number

The toll-free telephone number for U.S. Cardholder assistance must be printed on the back of the Card, on a wallet card, or on other material furnished to the Cardholder.

ID#: 050411-010410-0008723

### Disclosure of Features and Services - U.S. Region

A U.S. Issuer must disclose to its Cardholders, in a timely manner, upgraded features and services when a Cardholder converts from one Card program to another (e.g., Visa Traditional to Visa Signature). The Issuer is responsible for any liability that arises from the timing of the disclosure.

ID#: 010410-010410-0000425

### Disclosure of Non-Visa PIN Debit Transaction Information - U.S. Region

A U.S. Issuer that issues a Visa Check Card or Visa Debit Card that also may be used for non-Visa PIN debit transactions but does not bear any PIN debit program Marks must clearly communicate to its Cardholders how such Cards may be used to initiate non-Visa PIN debit transactions.

ID#: 010410-010410-0007424



# A2964

## Visa International Operating Regulations

---

### Insurance Program - U.S. Region

#### Insurance Program Issuer Requirements - U.S. Region

In the U.S. Region, a Visa Product Issuer that offers any Visa insurance program must:

- Provide disclosure and disclaimer information to Cardholders as specified in implementation materials and subsequent communications available from Visa, as follows:
  - Send a paper copy of the insurance certificate or other disclosure of terms, conditions, and exclusions to each Visa Cardholder upon initial issuance of a Card, and for existing Cardholders 30 days prior to any material change in benefit coverage, conditions, or exclusions (except as specified for discontinuance of coverage), or if new insurance benefits are added, unless more frequent disclosure is required by applicable law
  - If an Issuer discontinues one or more insurance benefits, send each Cardholder a paper-based termination notice via statement insert, statement message, or direct mail communication no later than 60 days prior to the effective date of the change. In addition, prior to sending a termination notice to Cardholders, the Issuer must obtain written approval from Visa for the proposed content of such notice.
  - If an Issuer adds insurance benefits, fully disclose the new insurance benefit information, administrator's phone number, and other pertinent information to each Visa Cardholder
  - If an Issuer discontinues insurance benefits provided by Visa and elects to provide such benefits through an alternate provider, it must fully disclose the new insurance benefit information, administrator's phone number, and other pertinent information to each Visa Cardholder
  - Inform Cardholders that in order to receive Insurance benefits, their beneficiaries must prove that the Cardholder purchased the product or service with a Visa Card
- Maintain accurate records documenting the fact that the Issuer sent a copy of the insurance certificate or other disclosure of terms, conditions, and exclusions to each enrolled Visa Cardholder

ID#: 010410-010410-0000420

#### Insurance Claim Payment - U.S. Region

A U.S. Issuer must pay for any valid insurance claim if either:

- The Issuer did not maintain coverage
- The insurance carrier would have been responsible but failed to pay a valid claim due to insolvency, bankruptcy, or other financial inability to meet its policy obligations

ID#: 010410-010410-0000423

# A2965

## Visa International Operating Regulations

---

### Issuer Responsibility for Insurance Claims - U.S. Region

A U.S. Issuer must defend and pay for any insurance claim if the Cardholder files a claim based on an insurance certificate or other disclosure of terms, conditions, and exclusions and either:

- The Issuer failed to send, or cannot provide documentation of fulfilling its obligation to send, disclosure and disclaimer information to the Visa Cardholder advising the Cardholder that such coverage was no longer available
- The Issuer misrepresented the actual terms of the coverage underwritten, misstated the type or scope of coverage offered by the Issuer, or altered the insurance coverage description without Visa written approval, and such misrepresentation, misstatement, or alteration results in an obligation or claim to pay a claim that was not otherwise covered

ID#: 010410-010410-0000424

### Other Issuer Requirements

#### Issuer Credit Transaction Posting

An Issuer must post a Credit Transaction Receipt to a Cardholder's account within 5 calendar days from the Settlement date.

ID#: 160312-161010-0025743

#### Issuer Credit Transaction Posting - U.S. Region

Except for U.S. Visa Debit Card Issuers, a U.S. Issuer must post a Credit Transaction Receipt to a Cardholder's account within 3 business days from the Settlement date.

ID#: 160312-161010-0025744

#### Real-Time Clearing - U.S. Region

In the U.S. Region, for a Real-Time Clearing Transaction, an Issuer must release any hold on available funds in its Cardholder's account as a result of an approved Authorization request:

- Upon receipt of the Completion Message
- Upon expiration of the time limit for completion specified in the preauthorization request if a Completion Message has not been received by that time

ID#: 010410-010410-0006428

# A2966

## Visa International Operating Regulations

---

### Cardholder Payments - Canada Region

Subject to Cardholder consent to any charge imposed by a Canada Member, the Member must accept from the Cardholder a payment in Canadian dollars for another Canada Member's Canadian dollar-denominated Visa billing. Payment must be promptly remitted to that Member.

ID#: 010410-010410-0007459

### Status Check Procedure - U.S. Region

**Effective 20 October 2012**, in the U.S. Region, for a Status Check Procedure Transaction, an Issuer that has received an Acquirer Confirmation Advice must upon receipt of the Acquirer Confirmation Advice release any hold on available funds in its Cardholder's account in excess of the final Transaction amount specified in the Acquirer Confirmation Advice.

ID#: 160312-201012-0026795

## Magnetic-Stripe Requirements

### General Magnetic-Stripe Requirements

#### Magnetic-Stripe Material - U.S. Region (Updated)

For Cards issued in the U.S. Region, Magnetic-Stripe material on Cards must consist of high coercivity magnetic tape. A U.S. Issuer must ensure that Visa-defined values are encoded on the Magnetic Stripe of a Visa Mini Card, as specified in the *Payment Technology Standards Manual*.

ID#: 151012-010410-0004575

### Magnetic-Stripe Encoding

#### Magnetic-Stripe Encoding Requirements

The Magnetic Stripe on a Visa Card or Visa Electron Card must be encoded on both track 1 and 2, as specified in the *Payment Technology Standards Manual*.

A variance to this requirement applies in the LAC Region for Magnetic Stripe personalization of instant issue embossed Visa Cards.

ID#: 010410-010410-0003602

# A2967

## Visa International Operating Regulations

---

### Service Codes on Magnetic Stripe

An Issuer may encode its Card acceptance policies in the Service Code field of the Magnetic Stripe using all Service Codes valid for the applicable Card product.

Service Code values must be encoded as specified in the *Payment Technology Standards Manual*.

ID#: 010410-010210-0003603

## Chip Card Requirements

### General Chip Card Requirements

#### Chip Card Compliance

**Effective through 13 November 2011**, all new Visa or Visa Electron Chip programs, initiated on or after 1 January 2001, must:

- Be compliant with the:
  - EMV specifications
  - *Visa Integrated Circuit Card Specification (VIS)*
- Successfully complete the *Visa Chip Security Program - Security Testing Process*

**Effective through 13 November 2011**, non-compliant Cards issued through 31 December 1999 may be non-compliant until they expire.

**Effective through 13 November 2011**, all Visa Smart Payment programs must be EMV- and VIS-Compliant.

All Chip Cards must:

- Successfully complete the *Visa Chip Security Program - Security Testing Process*
- **Effective 14 November 2011**, contain Visa Smart Payment

ID#: 160312-010101-0008182

#### Chip Application Approval

Visa may review and approve all applications contained in a Chip used to facilitate a Visa Smart Payment service.

ID#: 010410-010410-0004023

# A2968

## Visa International Operating Regulations

---

### Chip Parameter Values and Processing Options

An Issuer is responsible and liable for the parameter values and processing options contained in the Visa Smart Payment Application.

ID#: 010410-010410-0004038

### Chip Card Authentication

All Chip Card Issuers must perform, and be capable of acting on the results of, validation of EMV-Online Card Authentication Cryptograms for all Chip-initiated Authorization messages processed through VisaNet. Online Card Authentication support may be provided by the Issuer directly, or through either:

- VisaNet
- Third party/VisaNet Processor

ID#: 111011-170410-0007163

### Chip Technology Use Notification

An Issuer must notify Visa of its intention to use Chip technology on Cards at least 60 calendar days before issuance.

ID#: 010410-010410-0003590

### Chip Financial Application Approval

If a Chip is designed to support a purchase, credit, Cash Disbursement, or other directly related financial application, the Issuer must obtain prior approval for issuance from Visa.

ID#: 010410-010410-0003591

### Cardholder Name on Chip (Updated)

The Cardholder name in a Chip must be the same as the name displayed on the Card and encoded on the Magnetic Stripe.<sup>[24]</sup>

ID#: 151012-270411-0003595

---

24 A variance to this requirement applies in the AP Region for Issuers of Contactless Cards in Hong Kong.

# A2969

## Visa International Operating Regulations

---

### Information in Chip Magnetic-Stripe Image (Updated)

Information in a Chip Magnetic-Stripe Image must be the same as that encoded on the Magnetic Stripe.<sup>[25]</sup> However, at the Issuer's option, the Card Verification Value contained in the Magnetic Stripe Image (track 2 equivalent data) on the Chip (Chip Card Verification Value-iCVV) may differ from the Card Verification Value encoded on the Card's Magnetic Stripe.

ID#: 151012-270411-0003596

### Non-Visa Services Facilitated by Chip Cards

A Chip Card may facilitate access to non-Visa services provided that the:

- Services do **not** compromise the security or functional integrity of the Visa Smart Payment Applications
- Additions of these services are managed and controlled by the Issuer or its sponsored member
- Issuer indemnifies Visa from any and all Claims or losses resulting from non-Visa services facilitated by the Chip Card

ID#: 010410-010410-0003598

### Magnetic-Stripe Information on Chip Cards

Magnetic-Stripe track 2 information and the Cardholder name from track 1 must be contained in a Chip (other track 1 discretionary data is optional).

ID#: 010410-010410-0003601

### Chip Issuer Requirements (Updated)

An Issuer of Cards bearing a Chip must:

- Comply with the Visa Integrated Circuit Card Specification (VIS)
- Ensure that any Chip used to facilitate Visa payment services complies with Visa Chip security and service-level standards
- Ensure that its Chip Cards meet the EMV Integrated Circuit Card Specifications for Payment Systems (EMV)

ID#: 151012-010410-0003611

### Placement of Chip on Card

A Chip must:

---

<sup>25</sup> A variance to this requirement applies in the AP Region for Issuers of Contactless Cards in Hong Kong.

# A2970

## Visa International Operating Regulations

- Be on the front of the Card
- Comply with the International Standards Organization Standard 7816-2, Reference Number ISO/IEC 7816-2:1988 (E) - "Identification on Cards-Integrated Circuit(s) Cards with Contacts-Part 2: Dimensions and Locations of the Contacts"

ID#: 010410-010410-0004586

### Chip Interoperability Compliance Program

The Chip Interoperability Compliance Program provides the framework for a Member or Member's agent identified with high-severity Chip interoperability problems to establish an agreed-upon resolution plan and effect a timely resolution. Visa requires the implementation of the Chip Interoperability Compliance Program when Visa determines that progress toward an agreed-upon resolution is no longer acceptable.

ID#: 010410-010410-0001291

### Chip Interoperability Compliance Program Penalties

A Member is subject to the penalties specified in the table below if Visa determines that the Member or Member's agent has violated the Chip Interoperability Compliance Program by failing to either:

- Establish and commit to an agreed-upon Chip interoperability resolution plan
- Make satisfactory progress toward an agreed-upon Chip interoperability resolution plan

#### Member Penalties for Non-Compliance with the Chip Interoperability Compliance Program

Violation	Month	Visa Action or Fine
Initial identification and confirmation of a violation	Month 1	Member receives Notification that Visa will take action if the situation is not addressed to the satisfaction of Visa within 30 calendar days
Unaddressed violation	Month 2	Visa discontinues any Member incentives associated with deployment of products that have been identified as contributors to interoperability problems. Visa may also suspend other incentives. Visa issues a second Notification that fines may apply if the situation is not corrected to the satisfaction of Visa within 60 calendar days of the second Notification.
Unaddressed violation	Months 4-5	Member is assessed US \$25,000 per month

# A2971

## Visa International Operating Regulations

Violation	Month	Visa Action or Fine
Unaddressed violation	Month 6 and subsequent months	Member is assessed US \$50,000 per month

ID#: 111011-010410-0001292

### Chip Card Issuing Requirements - AP Region

**Effective through 15 December 2011**, an AP Issuer within a given market must:

- Start the migration of at least 80% of all new Visa Cards to be EMV- and VIS-compliant within one year
- Complete the migration of at least 80% of all Visa Cards to be EMV- and VIS-compliant within 6 years

if the following AP thresholds are met:

- Reported EMV terminal penetration equals 80% of all electronic POS devices (as reported on the Quarterly Operating Certificate) **or**
- Reported EMV Chip Card issuing exceeds 25% of all Visa Cards (as reported on the Quarterly Operating Certificate) **and**
- Issuers representing in excess of 60% of total Visa Cards have commenced EMV-Chip Card issuance

ID#: 160312-010410-0008183

### Chip Card Issuing Variance - AP Region

**Effective through 15 December 2011**, in AP markets where debit Cards (including Visa Prepaid Cards in this context) comprise more than 50% of the total Visa Card base, or in markets where the business case for Chip Credit Card issuance is challenging, those markets may request a variance from Visa.

ID#: 160312-151211-0004085

### Chip Card Issuance in Markets with Excessive Fraud - AP Region

**Effective through 15 December 2011**, if the counterfeit fraud-to-sales ratio (over 4 rolling quarters) in an AP market that has been granted a Chip Card issuing variance exceeds 3 times the AP regional average counterfeit fraud-to-sales ratio, then it is mandatory for that market to commence Chip Card issuance within 12 months from the date when this excess occurred.

ID#: 160312-151211-0004086



# A2972

## Visa International Operating Regulations

---

### Chip Card Issuing Requirements in Australia - AP Region

All Issuers in Australia must migrate their Visa credit, debit, and Reloadable Cards to EMV and VIS-Compliant Chip Cards in accordance with the following timeframes:

- **Effective 1 January 2010**, all newly-issued or re-issued Visa credit Cards must be EMV and VIS-Compliant
- **Effective 1 April 2013**, all Visa credit Cards must be EMV and VIS-Compliant
- **Effective 1 January 2011**, all newly-issued or re-issued Visa debit Cards must be EMV and VIS-Compliant
- **Effective 1 April 2013**, all Visa debit Cards must be EMV and VIS-Compliant
- **Effective 1 January 2013**, all newly issued or re-issued Reloadable Cards must be EMV and VIS-Compliant
- **Effective 1 January 2015**, all Reloadable Cards must be EMV and VIS-Compliant <sup>[26]</sup>

ID#: 230312-060111-0026145

### Chip Card Issuing Requirements in New Zealand - AP Region

- **Effective 1 April 2010**, all newly-issued or re-issued Visa credit Cards must be EMV and VIS-Compliant
- **Effective 1 April 2013**, all Visa credit Cards must be EMV and VIS-Compliant
- **Effective 1 April 2012**, all newly-issued or re-issued Visa debit Cards must be EMV and VIS-Compliant
- **Effective 1 April 2014**, all Visa debit Cards must be EMV and VIS-Compliant
- **Effective 1 January 2013**, all newly issued or re-issued Reloadable Cards must be EMV and VIS-Compliant
- **Effective 1 January 2015**, all Reloadable Cards must be EMV and VIS-Compliant <sup>[27]</sup>

ID#: 230312-060111-0026140

### Service Requirements for Chip Cardholders - Canada Region

A Canada Issuer of Chip Cards bearing the Visa Brand Mark, the Visa Brand Mark with Electron Identifier, or the Visa Electron Symbol and the word "smart" must make available to Cardholders:

- EMV Compliant (Level 1) PC-compatible Chip Card readers/writers
- Authenticated payment software
- Secure online access to Chip Card account statements

---

<sup>26</sup> Non-Reloadable Cards and Visa TravelMoney Cards are excluded from this requirement.

<sup>27</sup> Non-Reloadable Cards and Visa TravelMoney Cards are excluded from this requirement.

# A2973

## Visa International Operating Regulations

---

- One or more value-added application(s) (e.g., loyalty, secure access, reservation/ticketing) on the Chip

ID#: 160312-010410-0004607

### Chip Card Branding Requirements - Canada Region

A Canada Issuer of Chip Cards bearing the Visa Brand Mark, the Visa Electron Symbol, the Visa Brand Mark with Electron Identifier, or the Visa Electron Symbol and the word "smart" must comply with the *Visa International Operating Regulations* and Canada Regional Operating Regulations when branding all Chip Card readers/writers.

ID#: 160312-010410-0004613

### Chip Card Requirements - Canada Region (Updated)

Canada Chip Cards bearing the Visa Brand Mark, the Visa Brand Mark with Electron Identifier, or the Visa Electron Symbol and the word "smart" must:

- Comply with the *Visa International Operating Regulations*, *Visa Product Brand Standards*, and Canada Regional Operating Regulations
- Be Global Platform Cards approved by Visa
- Have a Visa-approved EMV-Compliant Payment Application active on the Chip
- **Effective through 14 March 2012**, be capable of participating in Visa's 3-D Secure global authentication program
- **Effective 15 March 2012**, be capable of participating in Verified by Visa

ID#: 151012-010410-0004614

### Liability in Card-Present Environment - Canada Region

A Canada Issuer will be liable for a Transaction in a Card-Present Environment, whether or not the Transaction is Chip-initiated, when the:

- Transaction takes place at a Compliant Chip Card Reading Device with a Compliant PIN entry device within Canada
- Canada Acquirer has complied with all Card acceptance requirements in the *Visa International Operating Regulations* and the Canada Regional Operating Regulations

ID#: 160312-011010-0004962

# A2974

## Visa International Operating Regulations

---

### Chip Card Technology Requirements

#### Smart Payment Application Options

An Issuer must define the Payment Application options for its Visa Smart Payment program.

ID#: 010410-010410-0004024

#### Visa Public Keys

An Issuer must ensure that the Visa Public Keys used for the Visa or Visa Electron Payment Application are used solely for that purpose.

ID#: 010410-010410-0004025

#### Chip Card Issuer Terminal Risk Management

A Chip Card Issuer must **not** inhibit Terminal Risk Management (e.g., by programming the Chip to bypass terminal risk management).

ID#: 010410-010410-0004026

#### iCVV on Chip Cards (Updated)

All newly issued EMV Chip Cards and existing EMV Chip Cards on renewal must use Chip Card Verification Value-iCVV as part of the Magnetic-Stripe Image, as specified in the *Payment Technology Standards Manual* and Visa Integrated Circuit Card Specification (VIS) .

ID#: 151012-010109-0004027

#### Service Codes on Chip Cards

An Issuer must use a Service Code on all EMV- and VIS-Compliant Chip Cards bearing the Visa Brand Mark or Visa Brand Mark with the Electron Identifier, as specified in the:

- *EMV Integrated Circuit Card Specifications for Payment Systems*
- *Visa Integrated Circuit Card Specification (VIS)*

ID#: 111011-010210-0003593

# A2975

## Visa International Operating Regulations

---

### Chip Card Payment Application

The Payment Application encoded on the Magnetic Stripe of a Chip Card must also be facilitated by the Chip.

ID#: 081010-010410-0003594

### Chip Card Application Effective Dates

If an application effective date on a Chip Card is provided within the Chip, it must reflect the same month as the "VALID FROM" date displayed on the Card, if such a date appears on the Card.

ID#: 010410-010410-0003599

### Visa Chip Card Payment Application

A Card containing a Chip bearing a Visa-Owned Mark must be capable of facilitating the Payment Application associated with that Mark.

ID#: 010410-010410-0003613

### Chip Card Script Message Length - Canada Region

A Canada Issuer of a Compliant Chip Card must ensure that the length of any script message sent to any of its Compliant Chip Cards does not exceed 128 bytes per Transaction.

ID#: 010410-010410-0004631

### Chip Card Application Selection Flag - Canada Region

A Canada Issuer may only program an Application Selection Flag (ASF) as follows:

- Where a Compliant Chip Card displays any Visa Brand Name and a competitor Brand, the Issuer of that Compliant Chip Card may program an ASF to suppress the ability of the Visa Smart Payment Application contained in the Compliant Chip Card to transact at domestic ATMs
- Where a Compliant Chip Card displays any Plus Program Mark, the Issuer of that Compliant Chip Card may program an ASF to suppress the ability of the Visa Smart Payment Application contained in the Compliant Chip Card to transact at domestic POS and ATM locations

ID#: 111011-010410-0008733

### Chip Card Account Access - U.S. Region

A U.S. Issuer of a Chip Card must:

# A2976

## Visa International Operating Regulations

---

- Allow a Cardholder to select the service and account to be used for a Transaction, as permitted by local law, and as specified in the U.S. Regional Operating Regulations
- Designate an Account Number for each account accessed by a Visa Smart Payment Application. In addition:
  - The Chip may contain multiple Account Numbers
  - The Visa Payment Application may provide access to more than one account
- Specify an alphanumeric name for each funding account facilitated by the Visa Smart Payment Application when the Chip provides access to more than one account, as specified in the *Visa Integrated Circuit Card Specification (VIS)*

ID#: 220411-010410-0004591

### Cardholder Verification Method

#### **PIN as Cardholder Verification Method in Australia – Issuer Requirements – AP Region (Updated)**

In Australia, all newly issued or re-issued Visa Cards must be issued with a PIN as the preferred Cardholder Verification Method (CVM). <sup>[28]</sup> <sup>[29]</sup>

**Effective 1 April 2013**, signature will no longer be accepted as Cardholder Verification Method (CVM) for domestic Visa Card Transactions where there is an active PIN-capable electronic device, with the exception of Visa Easy Payment Service (VEPS) Transactions which do not require any Cardholder Verification Method (CVM). <sup>[30]</sup> <sup>[31]</sup>

**Effective 1 April 2013**, when PIN bypass is performed for a Domestic Transaction conducted in a Card-Present Environment, the Issuer must respond with a Decline Response. <sup>[32]</sup>

Issuers must ensure that:

- The appropriate host system changes are completed to be able to decline a Transaction where PIN has been bypassed
- The appropriate communication to Cardholders takes place in advance of the above mandate coming into effect

---

28 Excludes Cards issued as non- PIN-preferring in order to accommodate specific individual Cardholder needs, as required by local law.

29 Non-Reloadable Cards are excluded from this requirement.

30 Excludes Cards issued as non- PIN-preferring in order to accommodate specific individual Cardholder needs, as required by local law.

31 Non- Reloadable Cards are excluded from this requirement.

32 Excludes Cards issued as non- PIN-preferring in order to accommodate specific individual Cardholder needs, as required by local law.

# A2977

## Visa International Operating Regulations

---

ID#: 151012-210611-0026146

### **PIN as Cardholder Verification Method in New Zealand – Issuer Requirements – AP Region**

In New Zealand, all newly-issued or re-issued Visa Cards must be issued with a PIN as the preferred Cardholder Verification Method (CVM).<sup>[33] [34]</sup>

**Effective 1 April 2013**, signature will no longer be accepted as Cardholder Verification Method (CVM) for domestic Visa Card Transactions in New Zealand where there is an active PIN-capable electronic device, with the exception of Visa Easy Payment Service (VEPS) Transactions which do not require any CVM.<sup>[35] [36]</sup>

**Effective 1 April 2013**, when PIN bypass is performed for a Domestic Transaction conducted in a Card-Present Environment, the Issuer must respond with a Decline Response.<sup>[37]</sup>

Issuers must ensure that:

- The appropriate host system changes are completed to be able to decline a Transaction where PIN has been bypassed
- The appropriate communication to Cardholders takes place in advance of the above mandates coming into effect

ID#: 160312-210611-0026141

### **Cardholder Verification Method List - Canada Region**

A Canada Issuer of a Compliant Chip Card must ensure that the Compliant Chip Card contains a Cardholder Verification Method (CVM) List, which must contain, at minimum, the following methods of Cardholder verification:

- "Offline PIN at POS"
- "Online PIN at ATM"
- "Signature"
- "No CVM required"

---

33 Excludes Cards issued as non-PIN-preferring in order to accommodate specific individual Cardholder needs, as required by local law.

34 Non-Reloadable Cards are excluded from this requirement.

35 Excludes Cards issued as non-PIN-preferring in order to accommodate specific individual Cardholder needs, as required by local law.

36 Non-Reloadable Cards are excluded from this requirement.

37 Excludes Cards issued as non-PIN-preferring in order to accommodate specific individual Cardholder needs, as required by local law.

# A2978

## Visa International Operating Regulations

---

An Issuer of a Compliant Chip Card must ensure that the use of CVM condition codes relating to cash or Cash-Back do not prevent the completion of Manual Cash Disbursements.

ID#: 010410-010410-0008187

### Offline PIN Cardholder Verification Method - Canada Region (Updated)

A Canada Issuer of a Compliant Chip Card must ensure that the Cardholder Verification Method (CVM), "Offline PIN at POS," is activated and is the preferred CVM unless either the:

- Compliant Chip Card is issued no more than 6 months before the date of the Compliant Chip Card Transaction in question
- Cardholder is subject to a disability or impairment that would prevent them from using a PIN

ID#: 151012-011011-0004963

### Cardholder Verification Method List - U.S. Region (Updated)

In the U.S. Region, if a Cardholder Verification Method List is specified, the Issuer of a Chip Card containing a Visa Smart Payment Application must:

- Include "signature"
- Include "Online PIN"
- **Effective through 12 September 2012**, define "no Cardholder Verification Method required" as the last option
- **Effective 13 September 2012**, include "no Cardholder Verification Method required"
- For a Chip-initiated Manual Cash Disbursement Transaction, define "signature" as a secondary Cardholder Verification Method

ID#: 151012-010410-0004590

## Card Authentication Method

### Dynamic Data Authentication in Australia and New Zealand - AP Region

**Effective 1 January 2012**, in Australia and New Zealand, all newly-issued Visa Chip Cards and existing Visa Chip Cards on renewal, that support offline data authentication, must support Dynamic Data Authentication (DDA). Online-only Visa Cards that do not support any type of offline data authentication are still permitted.

**Effective 1 January 2012**, in Australia and New Zealand, all newly-issued Visa Chip Cards and existing Visa Chip Cards on renewal must **not** support Static Data Authentication (SDA).

# A2979

## Visa International Operating Regulations

---

**Effective 1 January 2016**, in Australia and New Zealand, all Visa Chip Cards, that support offline data authentication, must support Dynamic Data Authentication (DDA). Online-only Visa Cards that do not support any type of offline data authentication are still permitted.

**Effective 1 January 2016**, in Australia and New Zealand, all Visa Chip Cards must **not** support Static Data Authentication (SDA).

ID#: 160312-060111-0026149

### Chip Card Online/Offline Data Authentication - Canada Region

In the Canada Region, a Compliant Chip Card must instruct the terminal to go Online if the Offline Data Authentication fails. If the terminal is unable to go Online, the Transaction must be declined.

ID#: 010410-010410-0004626

### Chip Card Support Static Data Authentication - Canada Region

In the Canada Region, all Compliant Chip Cards must at a minimum support Static Data Authentication.

ID#: 010410-010410-0004627

## Cardholder Account Selection

### Chip Card Account Access

The Visa or Visa Electron Payment Application on a Chip Card may provide access to more than one account.

ID#: 010410-010410-0004030

### Chip Card Account Requirements

An Issuer of a Chip Card must:

- **Not** use a Visa Smart Payment Application to directly credit or debit any account other than an account that is maintained by that Issuer or another Member under contract with the Issuer. This does not prevent the debiting or crediting of funds maintained elsewhere to that account.
- Allow a Cardholder to select the service and account to be used for a Transaction, as permitted by local law, and as specified in the *Visa International Operating Regulations*
- Designate an Account Number for each account accessed by a Visa Smart Payment Application. In addition, the Chip may contain multiple Account Numbers.



# A2980

## Visa International Operating Regulations

---

- Specify an alphanumeric name for each funding account facilitated by the Visa Smart Payment Application when the Chip provides access to more than one account, as specified in the *Visa Integrated Circuit Card Specification (VIS)*

ID#: 220411-010410-0004031

### Chip Card Account Selection

To assist Cardholder account selection, the Issuer of a Chip Card may establish account priorities determining the order in which accounts are displayed or reviewed by the Chip-Reading Device. The first priority account must be the same as the account that is encoded on the Magnetic Stripe, and if applicable, displayed on the front of the Card.

ID#: 081010-010410-0004032

### Chip Card Post-Issuance Updates

#### Chip Card Post-Issuance Updates (Updated)

An Issuer may process Post-Issuance Updates to a Chip Card used to facilitate a Visa Smart Payment Application, as specified in the Visa Integrated Circuit Card Specification (VIS).

ID#: 151012-010410-0004033

#### Issuer Control of Post-Issuance Updates

Post-Issuance Updates to a Chip Card containing a Visa or Visa Electron Payment Application must be controlled exclusively by the Issuer.

ID#: 010410-010410-0004034

#### Impact of Post-Issuance Updates

Post-Issuance Updates must **not** adversely impact the Transaction completion time at a Point-of-Transaction Terminal or an ATM.

ID#: 010410-010410-0004035

#### Post-Issuance Application Load Conditions

Post-Issuance Application Load of a Visa or Visa Electron Payment Application is **not** permitted unless the Card bears the appropriate Visa Brand Mark or Visa Brand Mark with the Electron Identifier.

ID#: 111011-010410-0004036

# A2981

## Visa International Operating Regulations

---

### Post-Issuance ATM Application Load

Post-Issuance Application Load of a proprietary ATM application that supports Plus requires the addition of the Plus Symbol at the time of Card reissuance. Card reissuance must occur within 5 years of the Post-Issuance Application Load.

ID#: 010410-010410-0004037

### Chip Issuer Liability

#### Liability for Chip-Initiated Offline-Authorized Transactions

The Issuer is liable for Chip-initiated, offline-authorized Transactions when:

- Visa Smart Payment Application is active
- Terminal Risk Management is performed
- Merchant's Floor Limit is not exceeded

ID#: 010410-010410-0004039

#### EMV Liability Shift - Issuer Liability for Card-Present Counterfeit Chip Card Transactions (Updated)

Counterfeit Card Transactions completed in a Card-Present Environment are the liability of the Issuer if:

- The Transaction takes place at an EMV-Compliant Chip-Reading Device
- The Transaction is Chip-initiated, the Transaction is correctly processed to completion in accordance with the EMV Integrated Circuit Card Specifications for Payment Systems (EMV) and Visa Integrated Circuit Card Specification (VIS)

The requirements in this section apply to qualifying Transactions, as specified in "EMV Liability Shift Participation."

ID#: 151012-010410-0001820

#### EMV Liability Shift - Issuer Liability for Non-Counterfeit Card-Present Fraudulent Transactions (Updated)

Non-Counterfeit Card fraudulent Transactions completed in a Card-Present Environment are the liability of the Issuer if:

- The Transaction takes place at an EMV PIN-Compliant Device

# A2982

## Visa International Operating Regulations

---

- Correct acceptance procedures have been followed (including compliance with "Maximum Authorized Floor Limits")
- The Transaction is Chip-initiated, the Transaction is correctly processed to completion in accordance with the EMV Integrated Circuit Card Specifications for Payment Systems (EMV) and Visa Integrated Circuit Card Specification (VIS)

The requirements in this section apply to qualifying Transactions, as specified in "EMV Liability Shift Participation."

ID#: 151012-010410-0001834

### Liability for Chip Fallback Transactions

Transactions accepted as Fallback Transactions are the liability of the Issuer if:

- Card is a Chip Card containing a Visa or Visa Electron Smart Payment Application, or an EMV and VIS-Compliant Plus application
- Transaction is authorized by the Issuer or the Issuer's agent, the appropriate values identifying the Transaction as a Fallback Transaction are included within the related Authorization Message, and correct acceptance procedures are followed

ID#: 010410-010410-0001835

### EMV Liability Shift - Acquirer Liability for Account Generated Counterfeit Fraud

Counterfeit Transactions completed in a Card-Present Environment are the liability of the Acquirer, if:

- Transaction did **not** take place at a Chip-Reading Device
- Account Number was **not** resident on the Issuer's Master File on the Transaction Date
- All valid Cards bearing Account Numbers within the same account range as the Counterfeit Card are Chip Cards containing a Visa or Visa Electron Smart Payment Application
- Transaction was below Merchant's Floor Limit and did **not** receive Authorization
- Account Number was resident on the Exception File with a Pickup Response on the Processing Date of the Compliance filing and was on the Exception File for a total period of at least 60 calendar days from the date of listing

The requirements in this section apply to qualifying Transactions, as specified in "EMV Liability Shift Participation."

ID#: 160312-010410-0001819

# A2983

## Visa International Operating Regulations

---

### Authorization of Chip Fallback Transactions - Canada Region (Updated)

**Effective through 30 September 2012**, a Canada Issuer or the Issuer's agent must send a Decline Response to all Authorization Requests for Fallback Transactions.

ID#: 151012-020209-0004959

### Issuer Liability for Chip Fallback Transactions - Canada Region

A Canada Issuer is liable for a Fallback Transaction if the:

- Card is a Compliant Chip Card
- Transaction was authorized Online by the Issuer or the Issuer's agent
- Appropriate values identifying the Transaction as a Fallback Transaction are included in the Authorization Request

ID#: 010410-010410-0004960

### Issuer Liability for Chip-Initiated Offline-Authorized Transactions - Canada Region (Updated)

A Canada Issuer is liable for all Chip-initiated Transactions generated at Compliant Chip Card Reading Devices with a PIN Entry Device (PED) using Offline Authorizations, when:

- The Visa Smart Payment Application is active
- Terminal Risk Management is performed
- Merchant's Floor Limit is **not** exceeded
- The Cardholder Verification Method List is used as specified in the *Visa International Operating Regulations* and the Chip Specifications

ID#: 151012-010410-0004961

### EMV Liability Shift

#### EMV Liability Shift Participation (Updated)

The EMV Liability Shift applies to qualifying Transactions, as specified in the following table.

# A2984

## Visa International Operating Regulations

### EMV Liability Shift Participation

Region	Trans- actions in EMV Liability Shift effective before 1 January 2012	Trans- actions in EMV Liability Shift effective 1 January 2012	Trans- actions in EMV Liability Shift effective 1 October 2012	Trans- actions in EMV Liability Shift effective 1 April 2013	Trans- actions in EMV Liability Shift effective 1 October 2014	Trans- actions in EMV Liability Shift effective 1 October 2015
AP Region	<p>All domestic, intraregional, and interregional<sup>1</sup> counterfeit POS Transactions, except Domestic Transactions in China and <b>effective through 30 September 2015</b>, Japan</p> <p>In addition, for Australia and New Zealand only, all domestic, intraregional,<sup>3</sup> and interregional<sup>1</sup> counterfeit ATM Transactions</p>					
Canada Region	All domestic and interregional <sup>1</sup> POS and ATM Transactions <sup>5</sup>					
CEMEA <sup>2</sup> Region	All domestic, intraregional, and interregional <sup>1</sup> POS and ATM Transactions <sup>5</sup>					
LAC Region	For Brazil and Mexico, all domestic, intraregional, <sup>4</sup> and interregional <sup>1</sup> POS Transactions <sup>5</sup>	For Brazil and Mexico, all domestic, intraregional, <sup>4</sup> and interregional <sup>1</sup> POS Transactions <sup>5</sup>	For Venezuela, all domestic counterfeit POS and ATM Transactions	All intraregional and interregional <sup>1</sup> counterfeit POS Transactions	In addition, for Brazil and Mexico only, all domestic, intraregional, <sup>4</sup> and interregional <sup>1</sup> POS and ATM Transactions <sup>5</sup>	For Venezuela, all domestic counterfeit POS and ATM Transactions
U.S. Region	Not applicable					All domestic and interregional <sup>1</sup> counterfeit POS Transactions <sup>6</sup>
Visa Europe	All domestic, intraregional, and interregional <sup>1</sup> POS and ATM Transactions <sup>5</sup>					

# A2985

## Visa International Operating Regulations

Region	Trans- actions in EMV Liability Shift effective before 1 January 2012	Trans- actions in EMV Liability Shift effective 1 January 2012	Trans- actions in EMV Liability Shift effective 1 October 2012	Trans- actions in EMV Liability Shift effective 1 April 2013	Trans- actions in EMV Liability Shift effective 1 October 2014	Trans- actions in EMV Liability Shift effective 1 October 2015
<ol style="list-style-type: none"> <li>1. Among Visa Regions and individual countries participating in the EMV Liability Shift</li> <li>2. Including Afghanistan and Pakistan</li> <li>3. Between Australia and New Zealand</li> <li>4. Between Brazil and Mexico</li> <li>5. Counterfeit, lost, stolen, and "not received item" (NRI) fraud only</li> <li>6. <b>Effective through 30 September 2017</b>, except Transactions at Automated Fuel Dispensers</li> </ol>						

ID#: 151012-010410-0008190

## Proximity/Contactless Cards

### Proximity Payment Issuer Requirements (Updated)

An Issuer that issues Proximity Payment Cards in countries without an existing contactless implementation must comply with the Visa Contactless Payment Specification.

**Effective 1 January 2012**, except for Issuers in the U.S. Region, a Proximity Payment Device Issuer must ensure that all newly issued or replacement Proximity Payment Devices comply with the *Visa Contactless Payment Specification 2.0* or later,<sup>[38]</sup> and must support the qVSDC transaction path. Support for the MSD transaction path is optional.

ID#: 151012-010410-0002051

### Proximity Payment Device Requirements (Updated)

An Issuer that issues Proximity Payment Devices must ensure that the Proximity Payment Device:

- Is issued with linkage to a Visa Card account, excluding Prepaid devices (A Proximity Payment Device may be assigned a different Account Number.)
- Is assigned an expiration date that is on or before the date on the primary account Card
- Complies with:
  - Visa Contactless Payment Specification
  - For adhesive micro tags, *Visa payWave Adhesive Micro Tag Requirements*

38 **Effective 1 January 2013**, for Proximity Payment Devices issued in Korea, Malaysia, and Taiwan.

# A2986

## Visa International Operating Regulations

---

- **Effective 8 March 2012**, for Mobile Payment Devices, *Visa Mobile Contactless Payment Specification (VMCPS)*
- *Visa Product Brand Standards*

ID#: 151012-010410-0002052

### Notification of Proximity Payment Device Risks and Restrictions (Updated)

Before or at the time of issuance, an Issuer that provides a Proximity Payment Device (including, in the U.S. Region, a Visa Micro Tag) to a Cardholder must provide written notification that informs the Cardholder of potential risks and restrictions associated with the Proximity Payment Device, including, but not limited to:

- The inability to use the Proximity Payment Device at ATMs or Unattended Cardholder-Activated Terminals, such as Automated Fuel Dispensers, where card insertion is required
- Any daily Transaction amount limit implemented by the Issuer in connection with the Proximity Payment Device, if applicable
- For a Proximity Payment Device in the form of an adhesive micro tag, the risk of impairing the functionality of a mobile phone or other device to which a Proximity Payment Device is attached
- For a Proximity Payment Device in the form of an adhesive micro tag, the risk of invalidating the manufacturer's warranty, if applicable, for a mobile phone or other device to which a Proximity Payment Device is attached

ID#: 151012-090611-0026159

### Visa payWave Application Requirement - U.S. Region

**Effective 1 January 2012**, a U.S. Issuer that issues a Visa Card with contactless payment capability must enable the Visa payWave Application on the Visa Card.

ID#: 160312-010112-0026754

### Visa payWave Transaction Processing - U.S. Region (Updated)

**Effective 1 April 2012**, a Transaction initiated using the Visa payWave Application on a Visa Card issued in the U.S. Region must be processed as a Visa Transaction or an Interlink transaction, as applicable.<sup>[39]</sup>

ID#: 151012-010412-0026763

### Visa Contactless Payment Program Participation - U.S. Region (Updated)

A U.S. Issuer that participates in the optional Visa Contactless Payment Program must comply with issuance, operating, and processing requirements specified in:

---

39 **Effective 1 April 2012**, this provision does not apply to U.S. Covered Visa Debit Cards that are Visa contactless-only payment devices (i.e., a payment device with no Magnetic Stripe or contact Chip capability, such as a mobile phone).

# A2987

## Visa International Operating Regulations

---

- **Effective through 14 October 2012**, *Visa U.S.A. Contactless Payment Program Member Implementation Guide*
- **Effective through 14 October 2012**, *Visa U.S.A. Contactless Payment Program Technical Implementation Guide*
- **Effective through 14 October 2012**, *Visa U.S.A. Contactless Payment Program Member Testing and Certification Guide*
- **Effective 15 October 2012**, *Visa payWave U.S. Issuer Implementation Guide*
- *Visa Product Brand Standards*
- Applicable VisaNet Manuals, including Proximity Payment processing requirements, which are also applicable to Contactless Payment Transactions

ID#: 151012-010410-0002063

### Cardholder Name on Contactless Payment Chip - U.S. Region (Updated)

**Effective through 14 October 2012**, a Contactless Payment Issuer in the U.S. Region must either use a generic identifier or leave blank the Cardholder name field on the Contactless Payment chip embedded in the Visa Contactless Payment Card or the Visa Micro Tag, as specified in the *Visa U.S.A. Contactless Payment Program Technical Implementation Guide*.

**Effective 15 October 2012**, a Contactless Payment Issuer in the U.S. Region must either use a generic identifier or leave blank the Cardholder name field on the Contactless Payment chip embedded in the Visa Contactless Payment Card or the Visa Micro Tag, as specified in the *Visa payWave U.S. Issuer Implementation Guide*.

ID#: 151012-010410-0008189

### Cardholder Name on Magnetic Stripe of Contactless Payment Card - U.S. Region

In the U.S. Region, the requirement in "Cardholder Name on Contactless Payment Chip - U.S. Region" does **not** apply to the data contained in the Magnetic Stripe of a Contactless Payment Card.

ID#: 010410-010410-0008188

### Contactless Card Expiration Date - U.S. Region

In the U.S. Region, the expiration date on a Visa Mini Card with Contactless functionality or a full-size Visa Contactless Card must be the same as the expiration date encoded on the Magnetic Stripe and printed or displayed on the corresponding full-size Visa Card.

ID#: 010410-010410-0002082



# A2988

## Visa International Operating Regulations

---

### Contactless Card Application Transaction Counter - U.S. Region

A U.S. Issuer must validate the Application Transaction Counter on each of its Cards with contactless payment capability during the Authorization process for a Contactless Payment Transaction.

ID#: 010410-010410-0002064

### Allowed Contactless Cards - U.S. Region

With prior written consent of Visa, a U.S. Issuer participating in the Visa Contactless Payment Program may issue Contactless Cards in any of the following forms:

- A full-sized Visa Card
- A Visa Mini Card
- A Visa Micro Tag

Except when specifically stated to the contrary, all other Operating Regulations apply to Visa Contactless products in the U.S. Region.

ID#: 010410-010410-0008904

### Contactless Payment Program Customer Service Telephone Number - U.S. Region

A U.S. Issuer participating in the Contactless Payment Program must print a toll-free customer service telephone number on the back of a Visa Contactless Card, with the exception of the Visa Micro Tag.

ID#: 010410-010410-0002068

### Mini Card Issuance Requirements - U.S. Region

A Visa Contactless Mini Card Issuer in the U.S. Region must:

- Comply with the Visa Mini Card program requirements specified in the *Visa International Operating Regulations*
- Comply with the Visa Mini Card design requirements specified in the *Visa Product Brand Standards*
- 

ID#: 111011-010410-0002069

# A2989

## Visa International Operating Regulations

---

### Proximity Payment Program Issuer Requirements - Canada Region (Updated)

A Canada Issuer that issues a Proximity Payment Card may program the Proximity Payment Card to allow for Offline Authorizations for any amount and must program the Proximity Payment Card to ensure that it complies with all of the following:

- A Cardholder Verification Method is not required
- Both the MSD protocol and the qVSDC protocol that use Cryptogram 17, as specified in the Visa Contactless Payment Specification, are supported
- A total maximum amount, including applicable taxes, of at least CAD \$50 is programmed

ID#: 151012-010410-0008192

### Mobile Payment Devices

#### Mobile Payment Devices - Issuer Requirements

**Effective 8 March 2012**, an Issuer of a Mobile Payment Device must:

- Register with Visa
- Ensure that the Mobile Payment Device:
  - Is approved by Visa
  - Uses a Visa-approved secure element
  - Uses a Visa-approved Visa Mobile Payment Application
  - Complies with the *Visa Mobile Contactless Payment Specification (VMCPS)*
  - Complies with the *Visa Product Brand Standards*

**Effective 8 March 2012**, if an Issuer pre-sets the Passcode on the Mobile Payment Device, it must not use a Passcode that is the same as, or otherwise represents, the PIN on the account if the PIN may also be used with the corresponding Card.

**Effective 8 March 2012**, an Issuer must not systematically synchronize the Online PIN and the Passcode on a Mobile Payment Device if the Online PIN is also linked to the corresponding Card.

ID#: 160312-080312-0026783

#### Mobile Payment Devices - Third Party Requirements (Updated)

**Effective 8 March 2012**, an Issuer that contracts with a third party for the provisioning, personalization, or management of a secure element or a payment application on a Mobile Payment Device must ensure that the third party complies with either of the following, as applicable:

- *Visa Global Security Requirements for Secure Element Vendors and OTA Service Providers*

# A2990

## Visa International Operating Regulations

---

- *Global Security Validation Requirements for Over-the-Air Secure Element Personalization Vendors*

ID#: 151012-080312-0026804

### Mobile Gateways - Issuer Requirements

**Effective 8 March 2012**, an Issuer that uses a mobile gateway for its Mobile Payment Devices must ensure that the mobile gateway:

- Is approved by Visa
- Complies with the Visa Mobile Gateway Specifications
- Complies with the *Visa Mobile Gateway Logical and Physical Security Requirements*

ID#: 160312-080312-0026796

### Mobile Payment Devices - Cardholder Verification Method Requirements

**Effective 8 March 2012**, an Issuer of a Mobile Payment Device in the AP, CEMEA, or U.S. Regions must ensure that the Mobile Payment Device supports signature as a Cardholder Verification Method.

**Effective 1 October 2012**, an Issuer of a Mobile Payment Device must ensure that the Mobile Payment Device supports a Consumer Device Cardholder Verification Method (CDCVM).

ID#: 230312-080312-0026784

## Limited Use Products

### Restricted Use Cards

#### Restricted Card Program - LAC Region

With Visa approval, an LAC Issuer that operates a restricted Card program may:

- Expand the use of restricted Cards to countries where reciprocal Settlement is permitted
- Issue Cards as specified in the *Visa Product Brand Standards*

ID#: 010410-010410-0004582

# A2991

Visa International Operating Regulations

---

## Non-Standard Cards

### Non-Standard Card General Requirements

#### Non-Standard Card Plastic Specifications

With Visa approval, an Issuer may issue a Visa Card or Visa Electron Card in a size and design that does not comply with the plastic specifications in the *Visa Product Brand Standards*. Refer to the *Visa Product Brand Standards* for more information on Non-Standard Cards.

ID#: 010410-010410-0003243

#### Non-Standard Card Requirements

A Non-Standard Card must:

- Provide the designated level of utility promised to the Cardholder
- Contain the physical elements and data components required to complete a Transaction

ID#: 010410-010410-0003241

#### Non-Standard Card Prohibitions

A Non-Standard Card must **not**:

- Permit exclusive or preferential acceptance by a Merchant
- Be linked to a Virtual Account

ID#: 010410-010410-0003242

#### Non-Standard Card BIN Requirements - AP Region (Updated)

All AP Issuers of Mini Cards, other non-standard Cards, and Companion Cards that are limited by Card design and/or technology from being accepted in EMV-compliant Chip devices must ensure that these Cards are issued using either a unique BIN or a demarcated BIN range.

ID#: 151012-010410-0001666

# A2992

## Visa International Operating Regulations

---

### Visa Mini Cards - U.S. Region

#### Visa Mini Card Issuance Requirements - U.S. Region

With the prior written consent of Visa, a U.S. Member may issue Visa Mini Cards, provided the Member meets the requirements specified in the *Visa International Operating Regulations* and the *Visa Product Brand Standards*. Except when specifically stated to the contrary, all other Operating Regulations apply without modification. Refer to the *Visa Product Brand Standards* for more information on Non-Standard Cards.

ID#: 050411-010410-0000434

#### Visa Mini Card Issuance Limitations - U.S. Region

Except as stated otherwise in "Visa Mini Card Instant/Remote Issuance - U.S. Region," a Visa Mini Card may be issued **only** in the United States and **only** if the Cardholder either:

- Already possesses a corresponding full-sized Visa Card
- Is issued a corresponding full-sized Card contemporaneously with the issuance of the Visa Mini Card

ID#: 010410-010410-0000435

#### Visa Mini Card Corresponding Card Requirements - U.S. Region

A Visa Mini Card Issuer in the U.S. Region must ensure that the Visa Mini Card and the corresponding full-sized Card are the same Visa product type and offer the same benefits.

ID#: 010410-010410-0000436

#### Notification of Visa Mini Card Usage Restrictions - U.S. Region

Before or at the time of issuance, a Visa Mini Card Issuer in the U.S. Region must provide written notification, approved by Visa, that informs the Cardholder of potential usage restrictions, including the inability to use the Visa Mini Card at Cardholder Activated Terminals where card insertion is required, such as an ATM or an Automated Fuel Dispenser.

ID#: 010410-010410-0000437

# A2993

## Visa International Operating Regulations

---

### Visa Micro Tag

#### Visa Micro Tag Issuance - U.S. Region

A Visa Micro Tag may be issued if a U.S. Cardholder either:

- Already possesses a corresponding full-size Card
- Is issued a corresponding full-size Card contemporaneously with the issuance of the Visa Micro Tag

ID#: 010410-010410-0002070

#### Visa Micro Tag Issuance Requirements - U.S. Region

A Visa Contactless Issuer in the U.S. Region must ensure that the Visa Micro Tag and the corresponding full-size Card are the same Visa product type and offer the same benefits.

ID#: 010410-010410-0002071

### Unembossed Cards

#### Service Codes on Unembossed Cards

If permitted by Visa, an Issuer may issue unembossed Visa Cards with any valid Service Code, as specified in the *Payment Technology Standards Manual*, excluding unembossed Visa Prepaid Cards.

All newly issued unembossed Visa Prepaid Cards must be encoded with Service Code.

ID#: 160312-010210-0004058

#### Unembossed Visa Electron Card Requirements

In countries where the Visa Electron Program exists, an Issuer may temporarily print the Visa Brand Mark with the Electron Identifier on the back of an unembossed Visa Card, provided that the Card is issued within 5 years of the initial unembossed Visa Card program offering.

ID#: 010410-010410-0004059

#### Unembossed Card Issuance - U.S. Region

In the U.S. Region, an Issuer of unembossed Visa Cards must:

- Only issue unembossed Visa Cards for the following products:

# A2994

## Visa International Operating Regulations

---

- Visa Consumer Credit Cards
- Consumer Visa Check Cards
- Visa Business Check Cards
- Visa Business credit Cards
- 

ID#: 111011-010410-0003406

## Virtual Accounts

### Virtual Accounts - General Requirements

#### Virtual Account Requirements

A Virtual Account must:

- Be established as a Visa consumer or commercial credit, debit, or Prepaid Account
- Comply with electronic commerce payment authentication requirements established by Visa

ID#: 081010-010410-0001643

#### Virtual Accounts - Commercial BIN Requirements

An Issuer that provides a Commercial Visa Product as a Virtual Account must use a Commercial Visa Product BIN.

ID#: 081010-010410-0001635

### Virtual Accounts - Consumer Programs

#### Approval of New Virtual Account Programs

Visa must review and approve new consumer Virtual Account programs.

ID#: 010410-010410-0003636

#### Virtual Account Issuer Requirements

A consumer Virtual Account Issuer must:

- Provide Lost/Stolen Card Reporting Service

# A2995

## Visa International Operating Regulations

---

- Verify Virtual Account Information, including name, as applicable, Account Number, and account expiration date, with the Virtual Account Holder
- Prior to Activation, inform a Virtual Account Holder of program details covering the use of a Virtual Account
- Communicate Virtual Account information to the Virtual Account Holder in a secure manner so as to prevent the unauthorized access to account information
- If a Reference Card is provided, comply with Reference Card design requirements as specified in the *Visa Product Brand Standards*

ID#: 081010-010410-0001645

## V.me by Visa

### V.me by Visa - General Requirements

### V.me by Visa - Transaction Requirements

**Effective 15 April 2012**, if a Transaction is conducted through V.me by Visa with a Visa-branded product, it is subject to all current Visa International Operating Regulations.

ID#: 040412-150412-0026988

### V.me by Visa - Card Enrollment

**Effective 15 April 2012**, an Issuer must not restrict a V.me by Visa Account Holder from enrolling the Issuer's Card in one or more V.me by Visa accounts.

ID#: 040412-150412-0026989

## Consumer Products

### Visa Consumer Products - General Requirements

#### Visa Premium Product Hierarchy

An Issuer must establish a premium product value hierarchy based on features, performance standards, and spending limits as follows:

- A Visa Platinum Card must be equal to or higher in value to a Cardholder than a Visa Gold/Premier Card
- A Visa Gold/Premier Card must have more value to a Cardholder than a Visa Classic Card
- A Visa Business Gold Card must have more value to a Cardholder than a Visa Business Card



# A2996

## Visa International Operating Regulations

---

A variance to this requirement applies in the U.S. Region.

ID#: 050411-010410-0008225

### Consumer Card Issuer Requirements - U.S. Region (Updated)

A Visa Consumer Credit Card Issuer in the U.S. Region must comply with the *Visa U.S.A. Enhancements Rules and Regulations Guide*.

ID#: 181012-010410-0004146

### Visa Classic Cards

#### Visa Classic Card Customer Support Services

A Visa Classic Card Issuer must comply with the customer support services requirements specified in the *Visa International Operating Regulations*. Visa may require that Issuers provide these services within a Visa Region.

ID#: 010410-010410-0004219

#### Visa Classic Card Fees - LAC Region (Updated)

In the LAC Region, Visa will assess an annual fee for each Visa Classic account reported, as specified in the applicable Fee Guide. This fee includes mandatory travel accident insurance with coverage of US \$75,000.

ID#: 151012-011009-0008921

### Visa Charge Card

#### Visa Charge Card Authorization Requirements - U.S. Region (Updated)

**Effective 8 March 2012**, in the U.S. Region, a Visa Charge Card issued as a Visa Signature Card or Visa Signature Preferred Card must be issued with no pre-set spending limit.

ID#: 151012-080312-0026981

#### Visa Charge Card Issuer Requirements - U.S. Region (Updated)

A Visa Charge Card Issuer in the U.S. Region must:

- Register the program and obtain prior approval from Visa

# A2997

## Visa International Operating Regulations

---

- Comply with the *Visa Consumer Charge Card Product and Implementation Guide – U.S. Region*

ID#: 151012-240211-0026356

### **Visa Charge Card Classification - U.S. Region (Updated)**

A U.S. Issuer must identify a Visa Charge Card and distinguish it from a Visa Consumer Credit Card by using one of the following classification levels, as specified in the applicable VisaNet Manuals:

- BIN
- Account Range Definition (ARDEF)
- Account level processing

ID#: 151012-240211-0026357

### **Visa Signature Preferred Charge Card Allowable Decline and Referral Reasons - U.S. Region (Updated)**

**Effective 8 March 2012**, a U.S. Issuer that issues a Visa Signature Preferred Card as a Visa Charge Card must give a Decline Response or Referral Response only as specified

ID#: 151012-010410-0005414

### **Visa Traditional Rewards Cards - U.S. Region**

#### **Traditional Rewards Card Issuance - U.S. Region**

A Visa Traditional Issuer in the U.S. Region may, with prior approval from Visa, issue a Visa Traditional Rewards Card if it meets the requirements specified in the *Visa International Operating Regulations*.

ID#: 081010-010410-0003874

#### **Rewards Currency Administration - U.S. Region**

In the U.S. Region, Visa, the Issuer, or a third party may administer Rewards Currency requirements, including, but not limited to, aggregation, redemption, expiration, statements, and valuation disclosure.

ID#: 010410-010410-0003875

# A2998

## Visa International Operating Regulations

---

### Issuer Rewards Program Registration - U.S. Region

A U.S. Issuer must register its rewards program with Visa and meet the Visa Traditional Rewards Card requirements by the dates specified in the *Visa Traditional Rewards Product Registration Toolkit*.

Visa may impose conditions on U.S. Issuer participation at any time.

ID#: 010410-010410-0008806

### Visa Traditional Rewards Product Requirements - U.S. Region (Updated)

A Visa Traditional Rewards Card Issuer in the U.S. Region must comply with Visa Traditional product requirements, including, but not limited to, core service requirements specified in the *Visa U.S.A. Enhancements Rules and Regulations Guide*.

ID#: 181012-010410-0003883

### Visa Traditional Rewards Card Classification - U.S. Region (Updated)

A U.S. Issuer must identify Visa Traditional Rewards Card Account Numbers and distinguish them from other Visa Traditional (non-rewards) Account Numbers by using one of the following classification levels, as specified in the applicable VisaNet Manuals:

- BIN
- Account Range Definition (ARDEF)
- Card Account Number

ID#: 151012-010410-0003886

### Visa Traditional Rewards Program Registration - U.S. Region (Updated)

In addition to the "BIN License Agreement", in order to request the required classification, a U.S. Issuer must submit to Visa for approval a completed registration package, as specified in the *Visa Traditional Rewards Product Registration Toolkit*.

ID#: 151012-010410-0003887

### Visa Traditional Rewards Terms and Conditions - U.S. Region

In the U.S. Region, a Visa Traditional Rewards Card Issuer must:

# A2999

## Visa International Operating Regulations

---

- Provide complete and accurate disclosure of all Visa Traditional Rewards Card terms and conditions, including, but not limited to, Rewards Currency, Rewards Currency accrual, expiration and maximum cap, point redemption, costs, fees (if any), an explanation of Qualifying Purchase Transactions, and all other material terms and conditions upon Cardholder enrollment in the program, and as required by applicable laws and regulations
- Notify the Cardholder of any material changes to the program terms and conditions before the revision effective date
- Ensure the accuracy of any information that it or its Agent provides to its Cardholders

ID#: 010410-010410-0003897

### Communication of Rewards Currency Value - U.S. Region

In the U.S. Region, a Visa Traditional Rewards Card Issuer must communicate, in writing, the value of the Rewards Currency to its Cardholders, annually or more frequently as required by applicable laws and regulations. The communication must, at minimum, include the following information about the Rewards Currency:

- Amount earned
- Amount redeemed
- Balance remaining

ID#: 010410-010410-0003898

### Visa Traditional Rewards Program Auditing - U.S. Region

Visa, or a third party designated by Visa, may audit the records and procedures of any U.S. Issuer at any time to ensure that the Visa Traditional Rewards Card product criteria are met. An Issuer must bear any internal administrative costs associated with such an audit.

ID#: 010410-010410-0006842

### Visa Traditional Rewards Program Penalties for Non-Compliance - U.S. Region

A U.S. Issuer that fails to comply with the Visa Traditional Rewards Card product requirements or fails to maintain operational compliance with the terms and conditions specified in the *Visa International Operating Regulations* may be subject to fines. Failure to comply with the terms of the rewards program will disqualify the Issuer from receiving the Visa Traditional Rewards Interchange Reimbursement Fee.

ID#: 010410-010410-0003899

### Visa Traditional Rewards Program Participation - U.S. Region (Updated)

A Visa Traditional Rewards Card Issuer in the U.S. Region must:

# A3000

## Visa International Operating Regulations

---

- Offer a rewards program to its Visa Traditional Cardholders in accordance with the requirements specified in the *Visa Traditional Rewards Product Registration Toolkit*
- Notify Cardholders, at least quarterly, via billing statement or stand-alone statement, regarding reward points earned during the relevant period

ID#: 151012-160211-0026236

## Visa Debit Cards

### Check Card BIN Usage - U.S. Region

A U.S. Issuer must use a unique check card BIN assigned to it by Visa for each of the following consumer program types:

- Visa Check Card
- **Effective through 30 June 2012**, Visa Check Card II Cards

ID#: 111011-010410-0004149

### Consumer Debit Card Brand Standards Compliance - U.S. Region

All of a U.S. Issuer's Visa consumer Debit Cards must comply with the *Visa Product Brand Standards*.

ID#: 010410-010410-0008226

### Visa Debit Card Issuer Cash-Back Requirements – U.S. Region (Updated)

**Effective 14 April 2012**, a U.S. Visa Debit Card Issuer and Visa Business Check Card Issuer must support the Visa Cash-Back Service. This requirement does not apply to certain Visa Prepaid Cards, as specified in the applicable Visa International Prepaid Program Guidelines.

ID#: 151012-140412-0026502

### Visa Debit Card Partial Preauthorization – U.S. Region (Updated)

**Effective 14 April 2012**, in the U.S. Region, a Visa Debit Card Issuer and Visa Business Check Card Issuer, and its VisaNet Processor, must support partial preauthorization Responses for Visa Debit with PIN Transactions, as specified in the:

- Applicable VisaNet Manuals
- *Visa Partial Authorization Service Description and Implementation Guide*

ID#: 151012-140412-0026503